



## **AGREEMENT**

between

**STATE OF CALIFORNIA**

and

**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)**

covering

# **BARGAINING UNIT 20 MEDICAL AND SOCIAL SERVICES**

Effective

**July 18, 2002 through July 2, 2003**

**CLAIFORNIA STATE EMPLOYEE ASSOCIATION**  
**BARGAINING UNIT 20**  
**MEDICAL AND SOCIAL SERVICES**

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## **PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State, or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA STATE EMPLOYEES ASSOCIATION, Local 1000, Service Employees International Union, AFL/CIO, CLC, hereinafter referred to as CSEA Local 1000 or the Union, has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety.

The term "Contract" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

## **ARTICLE 1 – RECOGNITION**

### **1.1 Recognition**

- A. Pursuant to Public Employment Relations Board decision S-SR-20, the State recognizes CSEA Local 1000 as the exclusive representative for Medical and Social Services Specialists Bargaining Unit 20, hereinafter referred to as Unit 20. Unit 20 consists of all employees in the job classifications listed by title in Appendix "A" attached hereto and incorporated by reference as a part of this Contract.
- B. Pursuant to Government Code Sections 19815.4 and 3517, CSEA Local 1000 recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Contract.

## **ARTICLE 2 – UNION REPRESENTATION RIGHTS**

### **2.1 Union Steward Designation**

#### **A. Steward Designation**

A written list of Union stewards and elected bargaining unit council representatives, broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.

#### **B. Scope of Representation**

The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives and/or Union staff on the following:

- a. The enforcement of this contract;

- b. Employee discipline cases;
  - c. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board;
  - d. Matters scheduled for hearing by the Board of Control;
  - e. Matters pending before the State Personnel Board;
  - f. Discussions with Management regarding denials of reasonable accommodation;
  - g. Statutory appeal hearing.
- C. Area of Representation

A Union steward's "area of representation" is defined as an institution, office, building or departments. However, the parties recognize that it may be necessary for the union to assign a steward an area of representation for several small offices, institutions or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the department head or designee.

## **2.2 Access**

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives shall be allowed access to bargaining unit employees at the work site during working hours for representational purposes. Access shall not interfere with the work of the employees. Union stewards, Union staff or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.
- B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

## **2.3 Use of State Phones, Fax, Copiers and Telecommunication Devices**

- A. Union stewards shall be permitted reasonable use of State phones and telecommunication devices for the deaf (TDD) for union representative purposes provided that such use does not result in additional cost to the State nor interfere with State operations.
- B. Union stewards shall also be permitted reasonable and occasional use of fax machines and copiers for union representation purposes provided that such use does not result in additional cost to the State nor interfere with State operations.

## **2.4 Distribution of Literature**

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be placed where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

- B. The Union may, before or after work hours or during meal and rest periods distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodations will be made in accordance with department procedures.
- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to Departmental employees based on the Department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

## **2.5 Use of State Facilities**

- A. The State will continue to permit use of certain State facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities, incurred as a result of Union's use of such State facilities.

## **2.6 Union Steward Time Off**

- A. Upon request of an aggrieved employee, a Union steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 2.1.b. of this Contract, provided the employee represented is in the steward's department and designated area of primary responsibility. Release time for this purpose is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

## **2.7 Employee Time Off**

- A. Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with Section 2.2 during work hours, subject to approval of the employee's supervisor.

## **2.8 Union Steward Protection**

- A. The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

## **2.9 Union Information Packets**

- A. Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

## **2.10 Access to New Employees**

- A. During any regularly scheduled orientation session for new employees, a Union staff member or designee may be afforded the opportunity to meet with Unit 20 employees for up to fifteen (15) minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative, at the work site, for up to fifteen (15) minutes during normal working hours for orientation to the Contract and the Union.

# **ARTICLE 3 – UNION SECURITY**

## **3.1 Union Security**

- A. The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Agreement by the Legislature and the Union, the State agrees to calculate, deduct and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for CSEA, SEIU Local 1000, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Agreement. The State and the Union agrees that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code Section 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:
  - 1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee, if such a fee is applicable.

2. The Union agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Section and the deductions arising therefrom.
3. The Union agrees to annually notify all State employees in Unit 20 who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code Section 3515.8.
4. No provisions of this Section or any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this contract.
5. Should a recession election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controllers Office within thirty (30) calendar days prior to the expiration of this Contract.

### **3.2 Home Addresses**

#### **A. Home Addresses - Generally**

Consistent with the Public Employment Relations Board regulation and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.

Notwithstanding any other provision of this contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on form provided by the State.

#### **B. Home Address Withholding**

The State will no longer use an Employee Action Request form that provides Unit 20 employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

#### **C. Home Address Withhold Notification to Employees**

Within one month following ratification of this contract by both parties, the State will send a letter drafted by the Union to all existing Bargaining Unit 20 employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The State Controller's Office shall send the Union a list of all Bargaining Unit 20 employees who, pursuant to subsection C. above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency and reporting unit.

E. Home Address Mailings By the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach Bargaining Unit 20 employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity or organization.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape/file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this contract.

## **ARTICLE 4 – STATE RIGHTS**

### **4.1 State Rights**

- A. Except for those rights which are expressly abridged or limited by this Contract, all rights are reserved to the State.

- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto the procedures and standards of selection for employment and promotion, to layoff, assignment, scheduling and training; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.
- C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State Civil Service employees provided by Article 7 of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of these processes provided by Article 7 of the State Constitution or bylaws and rules enacted thereto.

## **ARTICLE 5 – GENERAL PROVISIONS**

### **5.1 No Strike**

- A. During the term of this Agreement, neither the Union nor its agents nor any Bargaining Unit 20 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

### **5.2 No Lockout**

No lockout of employees shall be instituted by the State during the term of this Contract.

### **5.3 Individual Agreements Prohibited**

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

## **5.4 Savings Clause**

Should any provision of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

## **5.5 Reprisals Prohibited**

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

## **5.6 Supersession**

The following enumerated Government Code Sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code Sections enumerated below, the Contract shall be controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

### **Government Code Sections**

#### **1. General**

- |       |                                                                                                 |
|-------|-------------------------------------------------------------------------------------------------|
| 19824 | Establishes monthly pay periods.                                                                |
| 19839 | Provides lump sum payment for unused vacation accrued or compensating time off upon separation. |
| 19888 | Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA. |

#### **2. Step Increases**

- |       |                                                                                                                                              |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 19829 | Requires DPA to establish minimum and maximum salaries with intermediate steps.                                                              |
| 19832 | Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.                                          |
| 19834 | Requires MSA payments to qualifying employees when funds are available.                                                                      |
| 19835 | Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds. |



- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when person's position is downgraded.

(Red Circle Rates)

3. Vacations

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

4. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

5. Uniforms, Work Clothes, and Safety Equipment

- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.

6. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay".
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.

#### 7. Non-Industrial Disability Insurance (NDI)

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other cash payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA to establish rules governing NDI.

#### 8. Life Insurance

- 20796 Provides for employer contributions.
- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from PERS.
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

#### 9. Health Insurance

- 22816 Provides for continuation of health plan coverage during leave of absence without pay.
- 22825. Provides for employee and employer contribution.
- 22825.1 Provides for employer computation.

#### 10. Workweek

- 19851 Sets 40-hour workweek and 8-hour day.

#### 11. Overtime

- 19844 Directs DPA to establish rules regarding cash compensation and compensating time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

#### 12. Deferred Compensation

- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

#### 13. Relocation Expenses

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

#### 14. Travel Expenses

- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
- 19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

#### 15. Unpaid Leaves of Absence

- 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
- 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
- 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

#### 16. Performance Reports

- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

## 17. 17 Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60- day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence.

## 18. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional re-employment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes re-employment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998 Employees affected by layoff due to management- initiated changes should receive assistance in finding other placement in State service.

## 19. Incompatible Activities

- 19990 Requires each appointment power to determine activities which are incompatible in conflict with or inimical to their employees' duties; provides for identification of and prohibits such activities.

## 20. Training

- 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes.
- 19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

## 21. Overpayments/Payroll Errors

- 19838 Provides for the recovery of moneys due to overpayment/payroll errors.

### **5.7 Non-Discrimination**

- A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, disability, sexual orientation, or political affiliation.
- B. Allegations of discrimination shall not be subject to the grievance and arbitration procedure, but may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission.

### **5.8 Sexual Harassment**

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. Allegations of sexual harassment shall not be subject to the grievance and arbitration procedure, but may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, or the Department of Fair Employment and Housing, or the Federal Equal Employment Opportunity Commission.

### **5.9 Release Time for State Personnel Board Hearings**

Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above who is scheduled to work on the day (including evening and night shifts) of an SPB hearing.

### **5.10 Labor/Management Committees**

Upon request of the Union and with the concurrence of the department head or designee, a labor/management committee may be established to address a specific issue.

Such committees may be established according to the following guidelines:

1. The committee will consist of equal numbers of management and union representatives.
2. Committee recommendations, if any, will be advisory in nature.
3. Labor/Management committee meetings shall not be considered contract negotiations and shall not be considered as a substitute for the grievance procedure.

## **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **6.1 Grievance and Arbitration Procedure**

#### **A. Purpose**

1. This grievance procedure shall be used to process and resolve grievances and complaints arising under this Agreement.
2. The purposes of this procedure are:
  - a. To resolve grievances and complaints informally at the lowest possible level.
  - b. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

#### **B. Definitions**

1. A grievance is a dispute of one or more employees or a dispute between CSEA and the State involving the interpretation, application or enforcement of the provisions of this Agreement, or involving a law, policy or procedure concerning employment-related matters not covered in this Agreement and not under the jurisdiction of the State Personnel Board (SPB).
2. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.
3. As used in this procedure, the term “party” means CSEA, an employee or the State.
4. A “CSEA representative” refers to an employee designated as a CSEA steward or a paid staff representative.
5. Regarding timeliness: Should questions arise with regard to the timely filing of a grievance, such disputes shall be resolved by reliance upon the postmark. As to timeliness of the employer’s response at each step of the grievance process, it is understood that the employer’s timeframe begins upon date of receipt.

#### C. Waiver of Time Limits/Steps

Any level of review or any time limit established in this procedure may be waived or extended by mutual agreement of the State's representative and CSEA's representative. Beginning with any formal level, if the employee fails to appeal from one (1) level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

#### D. Presentation

At any step of the grievance procedure the parties, by mutual agreement, may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CSEA employee representative or both may attend without loss of compensation. All parties recognize that it is mutually beneficial to resolve disputes as informally as possible. When informal resolution is not possible, a formal grievance may be filed.

#### E. FORMAL GRIEVANCE – STEP 1

1. A formal grievance may be filed no later than twenty-one (21) calendar days after the event or circumstances occasioning the grievance or after knowledge of same reasonably should have been acquired.
2. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated local manager identified by each department head as the first formal level of appeal. Said grievance shall include a statement as to the specific contract sections that were allegedly violated, the date of the alleged violation, the specific acts causing the alleged violation, and the specific remedy or remedies being sought.
3. Within twenty-one (21) calendar days after the formal grievance is received by the person designated by the department head as the first level of appeal, this designated person shall respond in writing to the grievance.
4. No agreement, interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Agreement.

#### F. FORMAL GRIEVANCE – STEP 2

1. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the Director or his/her designee as the second level of appeal.
2. Within fourteen (14) calendar days after receipt of the appeal, the Department head or designee as the second level of appeal shall respond in writing to the grievance.

#### G. FORMAL GRIEVANCE – STEP 3

1. Only those grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to DPA. For all other grievances, the Departmental Director or his/her designee is the final level of review.
2. If the grievant is not satisfied with the decision rendered at Step 2 the grievant may appeal the decision within fourteen (14) calendar days to the Director of DPA or designee.
3. Within fourteen (14) calendar days after the appeal, the Director of DPA or designee shall respond in writing to the grievance.

#### H. Reconsideration

By mutual agreement, the grievance may revert to a prior level for reconsideration.

#### I. Arbitration

1. Only grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to binding arbitration.
2. If the grievance is not resolved, within fourteen (14) calendar days, CSEA shall have the right to submit the grievance to arbitration. After receipt of the Union's written request to proceed to arbitration, the State shall have thirty (30) calendar days to review the case and if necessary and at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly request the American Arbitration Association, State Conciliation and Mediation Service, or the Federal Mediation and Conciliation Service to submit to them a panel of seven (7) arbitrators from which the State and Union shall alternately strike names until one name remains and this person shall be the arbitrator.
3. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. The cost of arbitration shall be borne equally between the parties.
5. An arbitrator may, upon request of CSEA and the State, issue his/her decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion or award in writing and that a copy be provided.

The arbitrator shall not have the power to add to, subtract from or modify this contract. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.



## 6.2 Health and Safety Grievances

- A. When an employee or CSEA in good faith believes that the employee is being required to work where a clear and present danger exists, the supervisor will be so notified. ("Clear and present danger" is defined as any situation, event, or condition, which would cause a reasonable person to fear death, dismemberment, or serious bodily injury.) The supervisor will immediately investigate the situation, discuss the matter with a higher level of management or a department safety officer and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with assigned duties. In the event that a higher level of management or a department safety officer are not available and the supervisor determines that an immediate decision is required, the supervisor will exercise reasonable judgment in determining a proper course of action. If CSEA or the employee still believes the unsafe conditions exist, CSEA or the employee may file a formal grievance. For health and safety grievances, the employer will respond within ten (10) calendar days at Step 1 and within five (5) calendar days at Step 2.
- B. If the grievance is not resolved at the department level of appeal, CSEA shall have the right to submit the grievance to binding arbitration in accordance with the provisions articulated above. The selection of the arbitrator shall be in accordance with the above and the case must be before an arbitrator within twenty (20) calendar days.

## 6.3 AWOL Separation

- A. An employee separated, pursuant to California government code Section 19996.2 (the AWOL statute), shall be afforded a *Coleman* hearing by his/her Appointing Authority within ten (10) work days after service of the notice of separation. The date of service is either the date of personal service or the date of the mailing of the notice. Neither a failure to afford a *Coleman* hearing nor the decision of the *Coleman* officer shall be subject to the grievance and arbitration procedure of the collective bargaining agreement.
- B. Request for reinstatement after AWOL separation shall be handled solely through the grievance and arbitration procedure of the collective bargaining agreement, beginning at the second step (Director Level).
- C. If a request for reinstatement goes to arbitration, the arbitrator's authority shall be limited to deciding the following: (1) whether the employee has a satisfactory explanation for his/her absence; (2) whether the employee has a satisfactory explanation for failing to obtain leave; and (3) whether the employee is ready, willing, and able to return to work, and/or, if not, whether the employee has leave from his/her Appointing Authority to be absent.
- D. The arbitrator may order reinstatement only if the employee establishes satisfactory reasons for the absence and the failure to obtain leave and if he/she is ready, willing, and able to return to work or has leave to be absent. If the employee is reinstated, back pay may be awarded.

## **6.4 Grievance Reviews**

Upon request, the State may meet monthly with the Union in an attempt to settle and resolve grievances. The parties shall agree at least two (2) weeks prior to each meeting on the agenda and who shall attend.

## **ARTICLE 7 – HOLIDAYS**

- A. All full-time and part-time employees, shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
  - (1) When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
  - (2) When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
  - (3) For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B. above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Every full-time and part-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, full-time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday, the employee shall be compensated in accordance with paragraph G or I below. An employee shall receive compensation for only the observed or actual holiday, not both.

- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, such employee shall receive one and one-half (1-1/2) the hourly rate for all hours worked on the holiday, plus, either eight (8) hours of holiday credit or cash compensation. The method of compensation shall be at the State's discretion. If a full-time employee works eight (8) hours on the holiday, the employee shall receive no more than twenty (20) hours of total compensation (combination of holiday credit, CTO, and cash) for each holiday worked.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Part-time employees in workweek Group 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph J. below, and one and one-half (1½) compensation for all hours worked on the observed holiday, compensable by cash or holiday credit. The method of compensation shall be at the State's discretion.
- J. Part-time employees shall receive holidays in accordance with the following chart.

CHART FOR COMPUTING VACATION, SICK LEAVE, AND  
HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES  
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

A part-time employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

- K. Holiday credit may be requested and taken in fifteen (15) minute increments.
- L. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- M. Upon termination from State employment, an employee shall be paid for unused holiday credit.

## ARTICLE 8 – LEAVES

### 8.1 Vacation Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full- time employees covered by this Section shall receive a one-time vacation bonus of 42 hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
20 years and over	14 hours per month

1. An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under item a. above.
- Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.
- C. Employees working less than full-time accrue vacation in accordance with the chart shown in 7 (k) of this contract.
- D. Vacation credits may be taken in fifteen (15) minute increments.
- E. Employees are authorized to use existing fractional vacation hours that may have been accumulated.
- F. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- G. Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied. Employee vacation requests shall be submitted and granted or denied in writing in a timely manner. Vacations can only be cancelled when unanticipated operational needs require it.

- H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.
- I. By June 1 of each calendar year, those employees whose vacation balance exceeds, or could exceed by December 31, the vacation cap of Article 8.1 (J) must submit to their supervisor for approval a plan to use vacation to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation to reduce the employee's vacation balance or potential balance on December 31 below the cap specified in 8.1 (J).
- J. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 640 hours. A department head or designee shall permit an employee to carry over more than 640 hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for commendable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

## **8.2 Sick Leave**

- A. As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:
  - 1. Illness or injury, including illness or injury relating to pregnancy.
  - 2. Exposure to a contagious disease which is determined by a physician to require absence from work.
  - 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
  - 4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner in accordance with Family Code Section 297, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.
- C. Credit for less than full-time employees shall be computed as follows:
  - 1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro-rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with Appendix C.
  - 2. Multiple positions under this rule:
    - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
    - b. Where an employee holds two (2) or more "less than full-time positions", the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.
- D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e. the anticipated length of the absence, any restrictions upon return to work that prevents the employee from performing the full range of his/her normal work assignments and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
  - 1. The employee has a demonstrable pattern of sick leave abuse; or
  - 2. The supervisor believes the absence was for an unauthorized reason.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.

- H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one (1) month of continuous service before being granted one (1) day of sick leave credit. In addition, when a full-time employee has a break in continuity of employment because of a permanent separation of less than six (6) months or because of temporary separation, the full-time employee's prior unused sick leave balance is restored.
- I. When an employee's sick leave balance is zero, other leave credits such as annual leave, vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

### **8.3 Bereavement Leave**

- A. A department head or designee shall authorize bereavement leave with pay for a permanent full-time State employee due to death of his/her parent, stepparent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepchild, or adopted child, or anyone living in the household. Such bereavement leave shall be authorized for up to three (3) regular work days of the employee per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- B. If the death of a person as described above requires the employee to travel over four hundred (400) miles one-way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave, or any existing leave credits. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- C. Employees may utilize all leave credits for additional time required in excess of the time allowed in A. or time required due to the death of other relatives not listed in A. above.
- D. Fractional time base (part-time) employee's will be eligible for bereavement leave on a pro rata basis, based on the employee's fractional time base. (See DPA Management Memo 83-7-1 for fractional time base employees.)

### **8.4 Parental/Adoption Leave**

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom, care for the newborn child, or for her adoption of a child for a period not to exceed one (1) year. The employee shall provide medical/legal substantiation to support her request for parental/adoption leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth/adoption of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.



- B. A male spouse or male parent, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child or for his adoption of a child. The employee shall provide medical/legal substantiation to support his request for parental/adoption leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth/adoption of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- C. If the request for parental/adoption leave is made more than thirty (30) calendar days after the birth/adoption of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time an employee is on parental/adoption leave, she/he shall be allowed to continue his/her health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate the employee will pay will be the group rate.
- E. Existing leave credits may be used for the purposes of assuming custody of the adopted child.

## **8.5 Union Leave**

- A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Agreement. A Union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:
  - 1. A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
  - 2. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty five (35%) percent of the affected employee's salary, for all the time the employee is off on a Union leave.
  - 3. The affected employee shall have no right to return from Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
  - 4. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
  - 5. Employees on a Union leave shall suffer no loss of compensation or benefits.
  - 6. Whether or not time for a Union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.

7. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
8. In the event an employee on a Union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

## **8.6 Unpaid Leave of Absence**

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection C. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
  1. union activity;
  2. for temporary incapacity due to illness or injury;
  3. to be loaned to another governmental agency for performance of a specific assignment;
  4. to seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  5. education; or
  6. research project.
  7. personal or family matters, or
  8. run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

## 8.7 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. This includes any necessary travel time.
- B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out of pocket expenses.
- E. In department work units with multiple shift operations, employees on a graveyard or swing shift may be reassigned to day shift for the duration of the jury duty and employees on the day shift may be reassigned to the swing or graveyard shift (if the work unit has a swing or graveyard shift) during their assignment to night jury duty.
- F. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs C. and D. apply.

## 8.8 Continuing Education Leave

- A. Employees in classifications listed below will be entitled to educational leave to obtain continuing education units. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice. In-service training courses for which Continuing Education Units (CEU) credit is provided may be counted at the State's option towards the hours of education leave. This leave is non-cumulative.

CLASS CODE	CLASS TITLE	HOURS PER FISCAL YEAR
8249	Licensed Vocational Nurse	16 hours
8219	Licensed Vocational Nurse, Departments of Mental Health and Developmental Services	16 hours
8274	Licensed Vocational Nurse (Safety)	16 hours
8291	School Bus Driver	10 hours
8322	School Bus Driver, Departments of Mental Health and Developmental Services	10 hours
8276	Respiratory Care Practitioner	15 hours (every 2 years)
8300	Respiratory Care Practitioner, Departments of Mental Health and Developmental Services	15 hours (every 2 years)

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>HOURS PER FISCAL YEAR</b>
9316	Respiratory Care Practitioner, Correctional Facility	15 hours (every 2 years)
9307	Hospital Aid (Correctional Facility)	24 hours
7911	Dental Assistant*	25 hours (every 2 years)
7656	Dental Assistant, Departments of Mental Health and Developmental Services*	25 hours (every 2 years)
7914	Dental Assistant (Safety)*	25 hours (every 2 years)
9296	Dental Assistant, Correctional Facility*	25 hours (every 2 years)
8128	Dental Hygienist	25 hours (every 2 years)
9298	Dental Hygienist, Correctional Facility	25 hours (every 2 years)
8131	Dental Hygienist (Safety)	25 hours (every 2 years)
8432	Dental Hygienist Auditor	25 hours (every 2 years)
8387	Dental Hygienist Consultant	25 hours (every 2 years)
7928	Clinical Laboratory Technologist	24 hours (every 2 years)
9293	Clinical Laboratory Technologist, Correctional Facility	24 hours (every 2 years)
9301	Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7925	Senior Clinical Laboratory Technologist	24 hours (every 2 years)
9348	Senior Clinical Laboratory Technologist, Correctional Facility	24 hours (every 2 years)
7926	Senior Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7989	Radiologic Technologist	24 hours (every 2 years)
9315	Radiologic Technologist, Correctional Facility	24 hours (every 2 years)
7992	Radiologic Technologist (Safety)	24 hours (every 2 years)
7987	Senior Radiologic Technologist (Specialist)	24 hours (every 2 years)
9350	Senior Radiologic Technologist, Correctional Facility (Specialist)	24 hours (every 2 years)
7995	Senior Radiologic Technologist, (Specialist-Safety)	24 hours (every 2 years)
9820	Support Service Assistant (Interpreter) (RID Certified)	90 hours (every 3 years)
8185	Certified Nursing Assistant	48 hours (every 2 years)

\*Eligible employees must obtain and maintain their Registered Dental Assistant (RDA) Certification from the State Department of Consumer Affairs.

- B. This Section may be modified during the life of this Contract to reflect changes in licensing requirements if mutually agreed to by the parties. Any such change shall be incorporated into this Contract.

### **8.9 Leave Credits Upon Transfer In State Service**

All employees covered by this Contract shall, upon transfer in State service, transfer with all accumulated annual leave, vacation, personal leave credits, and sick leave credits.

### **8.10 Catastrophic Leave and Natural Disaster Leaves**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, vacation, annual leave, and/or holiday credit) may be transferred from one (1) or more employees to another employee, in accordance with departmental policies, under the following conditions:

- A. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, child or parent, step parent, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, significant other, and or anyone living in the household or when the receiving employee faces financial hardship due to the effect of the natural disaster on the employees principal residence.
- B. The receiving employee has exhausted all leave credits.
- C. The donations must be a minimum of one (1) hour, and thereafter in whole hour increments and credited as vacation.
- D. Transfer of annual leave, personal leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- E. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
- F. Notice of donations shall be date/time stamped by the receiving department and utilized in the order that they are received.
- G. A catastrophic leave donation is not a completed transaction until the donation has been used by the employee.
- H. In cases of natural disasters where the Governor has declared a state of emergency, employees living in the area of the declared emergency and who have suffered damage to their principle residence may be eligible for catastrophic natural disaster leave donation consistent with Sections A. through G. above except that the employees need not have exhausted sick leave credits.
- I. If consistent with any other provision of this agreement or lawful change of policy, donors of leave which is not used in accordance with the above shall have the options of:
  - 1. Allowing the donee to keep the contribution against future need, or

- 2. Accepting their balances back.
- J. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. These donations are irrevocable once used by the receiving employee.
- K. This section is not subject to the grievance and arbitration article of the Contract.

### **8.11 Transfer of Leave Credits, Work and Family Programs**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this agreement. Donations may be made by a child, parent, spouse, brother, sister, or other person residing in the immediate household.
- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee's child, parent, spouse, spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.
- C. For the purposes of transferring leave credits the following definitions shall apply:
  - 1. Sick leave credits cannot be transferred;
  - 2. The receiving employee has exhausted all leave credits;
  - 3. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation or annual leave;
  - 4. Personal holiday must be transferred in one (1) day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
  - 5. Transfer of annual leave, personal leave, vacation, CTO, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
  - 6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits may be six (6) months;
  - 7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

8. This section is not subject to the Grievance and Arbitration Article of the Contract.

### **8.12 Court Appearance and/or Subpoena**

- A. Whenever a Unit 20 employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.
- B. This action shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

### **8.13 Dependent Care Leave**

A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the purposes of providing personal medical care for the employee's ill or injured parent, spouse, stepparent, child, grandchild, grandparent, brother, sister, mother in law, father in law, daughter in law, son in law, brother in law, stepchild, adopted child, and anyone living in the employees household. The employee may be required to provide substantiation to support the employee's request for the unpaid leave.

The period of leave shall not exceed three (3) months. Extensions of an unpaid leave may be requested by the employee and may be granted by the department head or designee.

A dependent care leave may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

During the period of time an employee is on dependent care leave, he/she shall be allowed to continue health, dental and vision benefits. The total cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

### **8.14 Personal Leave Program**

- A. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave.
- B. Unused personal leave credits may be cashed out at the employees salary rate at the time the personal leave payment is made. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. Departments may offer employees the opportunity to cash out accrued personal leave.

## 8.15 Industrial Disability Leave

- A. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay, for the first twenty two (22) work days after the date of the reported injury.
- B. In the event that the disability exceeds twenty-two (22) work days, the employee will receive sixty six and two thirds percent (66  $\frac{2}{3}$ %) of gross pay from the twenty third (23<sup>rd</sup>) work day of disability until the end of the fifty second (52<sup>nd</sup>) week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- C. The employee may elect to supplement payment from the twenty third (23<sup>rd</sup>) work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the CalPERS or STRS retirement system during the first fifty two (52) weeks, after the first date of disability, within a two (2) year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.
- E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.
- F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.
- G. An employee may elect to supplement Vocational Rehabilitation Maintenance Allowance, which is provided pursuant to Section 10125.1, Title 8, California Code of Regulations, with leave credits.
- H. The State and Union agree to support legislation to amend Government Code Section 19863.1, to allow an employee to supplement Vocational Rehabilitation Maintenance Allowance with leave credits.
- I. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.



## **8.16 Special Schools Leave Bank**

- A. Bargaining Unit 20 employees that are scheduled to work a 10-month school year:
1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 20 Contract Vacation Leave provision.
  2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods.
  3. Sections B.1. and 2. shall apply to permanent, part-time employees on a pro rata basis.
  4. The seventy (70) hours of vacation leave credit (and prorated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.
- B. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation or CTO in July and a minimum two (2) days of work, training, vacation or CTO in August.

## **8.17 Annual Leave Program**

- A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until twenty four (24) months has elapsed from date of enrollment.
- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:
- |                        |                    |
|------------------------|--------------------|
| 1 month to 3 years     | 11 hours per month |
| 37 months to 10 years  | 14 hours per month |
| 121 months to 15 years | 16 hours per month |
| 181 months to 20 years | 17 hours per month |
| 241 months and over    | 18 hours per month |

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or memorandum of understanding.

All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

- C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609.

Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.
- F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E., the department may order the employee to take annual leave.
- H. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
- I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.

- J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Agreement.
- K. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 8.18 applies only to those in the annual leave program described above in this Section.
- L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty four (24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

### **8.18 Enhanced Non-Industrial Disability Insurance – Annual Leave**

- A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 8.17.
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at fifty (50%) percent of their gross salary, payable monthly for a period not exceeding twenty six (26) weeks for any one (1) disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an ENDI claim, an employee may elect either the fifty percent (50%) ENDI benefit rate or a supplementation level of seventy five percent (75%) or one hundred percent (100%) at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital surgical unit or licensed surgical clinic. Procedure rooms and doctors offices are not included.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he/she is not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.

- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his/her disability, may upon the discretion of his/her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed one hundred (100%) percent of their regular "full pay". This does not qualify the employee for a new disability period under C. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department (EDD) for the purpose of evaluating the capacity of the employee to perform the work of his/her position.
- H. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- J. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
- M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 9.9 and such benefits are limited to one hundred thirty five dollars (\$135) per week.

## **8.19 Department Developmental Services/LVN Vacation Scheduling**

- A. On October 1 of each year, each unit/work location in the Department of Developmental Services shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), 17 (Registered Nurse), 18 (Psychiatric Technicians) and 20 (Licensed Vocational Nurse) employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees that maybe on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the expired Collective Bargaining Agreement.
- B. During the period of October 1 to October 31, all employees, without regard to Bargaining Unit classification or seniority, may sign up for no more than two vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The vacation periods combined shall not exceed thirty-two days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four vacation days scheduled off. Each vacation period shall be separated by at least twenty-two days worked.
  - 1. Vacation requests shall not exceed the employee's accrued vacation time balance at the time(s) the vacation(s) is taken.
  - 2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.
  - 3. During the above period, management will not intervene to resolve conflicts in the vacation requests.
- C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employee's vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden, as determined by management, or the employee may bid on the remaining unbid vacation time.
- D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.

The calendar shall be posted on or about December 20 for the January/March quarter and by the 20<sup>th</sup> day of the last month of each quarter thereafter.

1. Program management shall maintain full and unabridged discretion to determine the time slot(s) subject to cancellation for operational needs.
  2. The ad hoc calendar shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.
- F. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.
- G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.
- H. Nothing in this agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.
- I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.
- J. The above vacation scheduling procedure supersedes the "DDS Vacation Scheduling" method and nullifies all other prior understandings over intent or application of vacation scheduling and ad hoc time off unless explicitly incorporated into this provision.

## **8.20 Family Medical Leave Act (FMLA)**

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, parent, spouse, or domestic partner that has been defined and certified with the Secretary of the State's office in accordance with Family Code Section 297 who has a serious health condition, and/or for the birth or adoption of a child.
- B. For the purposes of providing the FMLA benefits the following definitions shall apply:
1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
  2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
  3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Article 8 of this Contract.
  - a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with Article 8 of this Contract.
  - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Article 8 of this Contract.
  - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Article 8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.
- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
- E. Within ninety (90) days of the ratification date of this contract, and on January 1 of each year thereafter, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the Department of Personnel Administration Rules 599.608 and 599.609.

- H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by Department of Fair Employment and Housing. FMLA/CFRA does not supersede any article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

## **8.21 Work and Family Programs - Family Activities Participation and Family Participation and Family Crisis Situations**

### **A. Family Activity Participation**

Subject to operational needs, and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (annual leave, vacation leave, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H etc., in which the employee's child is participating.

If an employee has exhausted available leave credits, the employee may request unpaid leave, unless he/she is currently subject to attendance restrictions.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (annual leave, vacation leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child).

Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

### **B. Family Crisis Situations**

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, grandchild, grandparent, bother, sister, stepchild, or any person residing in the immediate household.

If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with Subsection 8.18 of this contract, Family and Medical Leave Act.



The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employees' immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

## **8.22 Paid Time Off - Precinct Election Board**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA rule 599.930, an employee may be granted time off for public service as member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

## **8.23 Family Crisis Leave Bank, State Special Schools**

Effective July 1, 2002 and each fiscal year thereafter, the Department of Education shall establish a Family Illness Leave Bank consisting of two-hundred ten hours of leave for use by employees in Bargaining Unit 20. Unused Family Illness Leave Bank hours shall return to the Department on the last day of the fiscal year.

Use of Family Illness Leave shall be with the approval of the Appointing Authority and in accordance with the departmental policies (i.e. Catastrophic Leave). Requests for Family Illness Leave shall be limited to twenty-four (24) hours per application. Family Illness Leave shall be available only after the employee's leave credits have been exhausted.

The provisions of this section shall not be subject to Article 6 of this Memorandum of Understanding.

# **ARTICLE 9 – HEALTH AND WELFARE**

## **9.1 Health, Dental and Vision**

### **A. Health Benefit Plans**

#### **1. Health Program Description**

##### **a. Contribution Amounts**

Effective January 1, 2002 through December 31, 2002, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- (1) The State shall pay up to \$190.00 per month for coverage for an eligible employee.
- (2) The State shall pay up to \$378.00 per month for coverage of an eligible employee plus one dependent.
- (3) The State shall pay up to \$494.00 per month for coverage of an employee plus two or more dependents.

Effective January 1, 2003, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- (1) The State shall pay up to \$190.00 per month for coverage for an eligible employee, plus 2/3 of the January 1, 2003 CalPERS HMO, single-party (employee only) weighted average premium increase.
- (2) The State shall pay up to \$378.00 per month for coverage of an eligible employee plus one dependent, plus 2/3 of the January 1, 2003 CalPERS HMO, two-party (employee plus one dependent) weighted average premium increase.
- (3) The State shall pay up to \$494.00 per month for coverage of an employee plus two or more dependents, plus 2/3 of the January 1, 2003 CalPERS HMO, family (employee plus two or more dependents) weighted average premium increase.

- b. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

## B. Health Benefits Eligibility

### 1. Employee Eligibility

- a. For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

### b. Permanent Intermittent Employees

- (1) Initial Eligibility – A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- (2) Continuing Eligibility - To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

## 2. Family Member Eligibility

- a. For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

## 9.2 Dental Benefit Plans

### 1. Contribution Amounts

- a. Effective July 1, 2001, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.
  - (1) The State shall pay up to \$30.70 per month for coverage of an eligible employee.
  - (2) The State shall pay up to \$55.60 per month for coverage of an eligible employee plus one dependent.
  - (3) The State shall pay up to \$81.38 per month for coverage of an eligible employee plus two or more dependents.
- b. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.

### 2. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 9.1 of this agreement.

### 3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 9.1 of this agreement.

### 4. Coverage During First Twenty-Four (24) Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service, during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50) mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

5. The Union agrees to be bound by the provisions of Government Code Section 22955.55 as it relates to vesting for post retirement dental benefits for employees hired on and after January 1, 2002.

### **9.3 Vision Benefit Plan**

#### **A. Program Description**

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

#### **B. Employee Eligibility**

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1 B.

#### **C. Family Member Eligibility**

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1 B.

### **9.4 Employee Assistance Program**

- A. The State recognizes that alcohol, nicotine, drug abuse and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and/or stress-related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug related or a stress-related problem.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who will arrange for programs to implement this Section. Employees who are referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, nicotine, drug, or mental health treatment, upon approval, may use accrued sick leave credits, CTO credits, vacation and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of all Employee Assistance Program Coordinators and a telephone number to contact within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to CSEA, Local 1000, when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, and/or coordinator shall disclose the nature of the employee's treatment and/or the reason for the employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by CSEA, Local 1000, a department which has an internal Employee Assistance Program for any of its employees, will meet to discuss concerns presented by CSEA, Local 1000, regarding the administration of the Program.

## **9.5 Presumptive Illness**

When required by Cal OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal OSHA regulations.

## **9.6 Employee Injury on the Job**

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. If circumstances permit, the employee's personal choice of physician will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.
- B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.
- D. The State shall not use the Department of Industrial Relations' Rating Bureau's Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

## **9.7 Independent Medical Examinations**

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation program.
- B. The purpose of such independent medical evaluations are not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.
- C. If the State, after the independent medical examination, determines that the employee cannot perform his/her normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

## **9.8 Employee Injury or Disability**

Employees shall be eligible for Industrial and Non-Industrial Disability Leave as provided in Government Code Sections 19869 through 19885 except as provided in Section 9.9 (Non-Industrial Disability Insurance) and Section 8.16 (Industrial Disability Leave).

## 9.9 Non-Industrial Disability Insurance

- A. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at sixty percent (60%) of their full pay, not to exceed one hundred thirty-five dollars (\$135) per week, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.
- B. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home. The definition of hospital and nursing home is the same as defined by Sections 2627.5 and 2627.7 of the Unemployment Insurance Code.
- C. If the employee elects to use vacation or sick leave credits prior to receiving NDI payments, he/she is not required to exhaust the accrued leave balance.
- D. Following the start of NDI payments an employee may at any time switch from NDI to sick leave or vacation leave, but may not return to NDI until that leave is exhausted.
- E. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to their full-time work during the period of his/her disability, may upon the discretion of his/her appointing power work those hours (in hour increments) which when combined with the NDI benefit will not exceed one hundred percent (100%) of their regular "full pay".

The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.

- F. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- G. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- H. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.
- I. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.

- J. All appeals of an employee's denial of NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

### **9.10 Light/Limited Duty Assignments**

- A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days: 1) in accordance with a physician's recommended instructions; 2) where and when services are needed; 3) to the extent it does not inconvenience other employees; 4) to the extent the employee can satisfactorily perform the work; and 5) where there is a prognosis for improvement. At the option of the State, the assignment may be extended beyond sixty (60) days.
- B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.
- D. Nothing in this Section shall be construed to contravene the State Personnel Board's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract.

### **9.11 Enhanced Industrial Disability Leave (EIDL)**

- A. An employee working in the Department of Corrections or in the Department of the Youth Authority who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.
- B. An employee working in the Department of Developmental Services, Department of Mental Health, Department of Veterans Affairs or Department of Education who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient, client or student.

- C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this Section, "net salary" is defined as the amount of salary received after income tax, State income tax and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress related disabilities, or physical disability having mental origin.
- E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The Department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- G. This Section relating to EIDL will not be subject to the arbitration procedure of this Contract.

## **9.12 Continuation of Flexible Benefits Election**

When an employee who is enrolled in the State's Flexible Benefits Program (Flex Elect) for eligible non-represented employees changes employment status to that of a represented employee in the bargaining unit, the employee will maintain their flexible benefit elections through the duration of the Flex Elect plan year in lieu of the corresponding benefits provided by this Contract. At the conclusion of the Flex Elect plan year, the employee shall receive only those benefits contained in this Contract.

## **9.13 Flex Elect Program**

- A. The State agrees to provide a flexible benefits program (Flex Elect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the Flex Elect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by DPA. All eligible employees must have a permanent appointment with a time base of half-time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.
- B. Employees who meet the eligibility criteria stated in Section 9.1 B.1., will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the Flex Elect Program.



The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the Flex Elect Program shall be subject to all applicable Federal Statute and related administrative provisions adopted by the Department of Personnel Administration (DPA). All eligible employees must work one-half time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position. Permanent intermittent employees are eligible to participate in the Flex Elect Program as described in Article 18 (Permanent Intermittent Appointments) of this Contract.

#### **9.14 Pre-Tax of Health/Dental Premium Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State and Social Security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

#### **9.15 Long-Term Care Insurance Plans**

- A. Employees in classes assigned to Bargaining Unit 20 are eligible to enroll in any long-term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost to the Department of Personnel Administration and the State Controllers Office shall be fully paid by the employee and are subject to payroll deductions.

#### **9.16 Group Legal Services Plan**

- A. Effective on or after March 1, 1992, the State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax, payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

#### **9.17 Joint Union/ Management Benefits Advisory Committee**

- A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.

- B. This committee shall be comprised of an equal number of Union and Management representatives, the total number to be determined by the Department of Personnel Administration. The committee shall be cochaired by a labor and management member.
- C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
- D. DPA will provide necessary staff to support the committee.

### **9.18 Rural Care Equity Program**

Effective July 1, 2001, the State shall continue a Rural Health Care Equity Program for Bargaining Unit 20 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The Department of Personnel Administration shall administer any fund involving Bargaining Unit 20 members.

- A. The program shall operate in the following fashion:
  - 1. The State shall contribute \$1500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section 22825.01.
    - a. For Bargaining Unit 20 members, payments shall be on a monthly basis.
    - b. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
  - 2. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
  - 3. The money shall be available for use as defined in Government Code Section (GC) 22825.01.
  - 4. A Rural Healthcare Equity Program will be established with a separate account for Bargaining Unit 20 members, as one of several similar accounts.
  - 5. Each Unit 20 employee shall be able to utilize up to \$1500 per fiscal year, pursuant to GC Section 22825.01, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2. is applicable here.

6. If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in GC Section 22825.01, then the unused monies shall be put in a “same year pool.” That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in the attached bill. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
  - a. Any employee not in Bargaining Unit 20 all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph 2. above.
  - b. If an employee is entitled to less than twenty-five dollars (\$25) under this paragraph, the money shall instead go into next year’s fund pursuant to paragraph 7. hereafter.
7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in GC Section 22825.01 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year’s funds available for distribution to employees whose expenses pursuant to the statute exceed \$1500 in such subsequent year. Similar “rollovers” would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC 22825.01 and monies still remained in the pool.

## **ARTICLE 10 – HEALTH AND SAFETY**

### **10.1 Health and Safety Commitment**

The State is committed to providing a safe and healthy work place for State employees. The Union shares this commitment and may assist with this effort.

### **10.2 Health and Safety Committees**

- A. The parties agree that joint labor/management health and safety committees are appropriate. Each department shall establish (institutional) work site labor/management health and safety committees at the Union's request.
- B. The parties recognize that there may be issues which are appropriately addressed at the department wide level. For such issues agreed by management and the Union to be unresolved at the local level, and having Statewide impact, the Union and the departments can set up a joint task force for a temporary period of time to address a specific issue.
- C. The joint labor/management health and safety committee may consist of no more than one (1) representative from each bargaining unit in the work site served by each joint labor/management health and safety committee. Such representatives shall be appointed by the union. The State may appoint an equal number of State representatives.

- D. The Committee(s) shall not meet less than quarterly nor more than monthly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations on subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.
- E. Employees appointed to serve on the Committee(s), or task force, shall serve without loss of compensation.

### **10.3 Safety Orientation**

Unit 20 employees in twenty-four (24) hour facilities shall be provided orientation which includes: safety policies, procedures, CPR, and the use of safety devices, within six (6) months of hire.

### **10.4 Assaultive Response Training**

The State will review the availability of assaultive response training and will endeavor to provide assaultive response training to Unit 20 employees.

The Departments of Mental Health, Developmental Services, Veterans Affairs, and Education shall provide Management of Assaultive Behavior training where required by the State. Management of assaultive behavior is in-service training in a series of techniques and procedures primarily designed to protect hospital residents, clients, and students from the affect of their own impulsive behavior.

### **10.5 Infectious Disease Control Training**

- A. The State will continue to provide in-service training in infectious disease control and isolation procedures. For licensed hospitals, such training shall be consistent with California Administrative Code Title 22. For other clinical settings including the Department of Education Special Schools, such training shall reflect the needs of the work environment.
- B. The Departments of Developmental Services, Mental Health, Veterans Affairs and Corrections hospitals will continue to provide in-service training in infectious disease control and isolation procedures consistent with California Administrative Code Title 22.
- C. The State agrees that, upon request of CSEA, a special meeting of the Unit 20 Professional Practice Group, provided for under Article 13 (Career Development), or the Health and Safety Committees provided for under Article 10.2 will be held at each facility to review the safety procedures, equipment, and materials relating to treating patients and clients with blood-borne diseases such as hepatitis or acquired immune deficiency syndrome.

### **10.6 Protective Clothing and Equipment**

- A. When the State requires protective clothing to be worn or equipment to be used, the State shall provide the protective clothing and equipment.

- B. "Protective Clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of their duties.
- C. Protective clothing or equipment provided pursuant to this Contract is State-owned or leased property which will be maintained as the State deems necessary.
- D. When protective clothing or equipment is provided, the employee shall wear or use the protective clothing and equipment in accordance with instructions provided by the State. Employees using State provided protective clothing or equipment shall be held responsible for the loss of and/or damage to the protective clothing and equipment other than that incurred as a result of normal wear or through no fault of the employee. Unit 20 employees may request that specific items of protective clothing or equipment be made available for their use.

### **10.7 Occupational Hazards**

When an employee in good faith believes that he/she is being required to work where a clear and present danger exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe, normally after consulting with higher level management, and direct the employee to proceed with his/her assigned duties. If the Union or the employee still believes the unsafe condition exists, the Union or the employee may file a grievance alleging a violation of this Section at Step 2 of the Grievance Procedure pursuant to Section 6.2 of the Contract.

### **10.8 Occupational Injury Reports**

To the extent permitted by law, all copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and remain confidential.

### **10.9 Injury and Illness Prevention Program**

The State shall establish, implement and maintain an effective injury and illness prevention program. The program shall be in writing and comply, at minimum, with Title 8, Section 3203 of the California Code of Regulations.

### **10.10 Restroom Facilities**

To the extent possible, the State shall provide all employees in Unit 20 separate restroom facilities from any such facilities provided to inmates, wards, residents, patients or students, having access to State facilities.

### **10.11 Information Regarding Medical Condition**

Upon request the State will provide any employee in Unit 20 working with any inmate, ward, client, resident, patient or student, available pertinent medical information needed to properly care for these persons. Provision for the release of such information shall be consistent with applicable laws and rules pertaining to confidentiality.

## **10.12 Personal Alarm Systems**

Recognizing the importance of employee safety, the Departments of Mental Health, Developmental Services, Corrections, Youth Authority and Education will inform the Union annually as to current systems in effect and progress of implementing systems where none currently exist.

## **10.13 Hazardous Materials**

Upon request by the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.

- A. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.
- B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:
  - 1. The manufacturer is required under Labor Code Section 6390 to provide a MSDS.
  - 2. The employee is required to use/handle the substance; or
  - 3. It is necessary to update or otherwise train an employee in its use.

## **10.14 Pest Control**

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least twenty-four (24) hours' notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building, on appropriate bulletin boards and/or other locations to be determined at the individual facility, and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For a leased building not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000:

"Except in emergency situations, the Lessor shall give not less than 24 hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

- E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to Section 10.14.

#### **10.15 Referral of Assault/Battery**

- A. The State shall refer all cases involving a ward/inmate or student assault and/or battery, as defined by existing laws on an employee to the appropriate prosecuting authority.

#### **10.16 Workplace Violence Prevention**

- A. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement "Workplace Violence Prevention" policies and programs.
- B. The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.
- C. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

#### **10.17 Emergency Evacuation Procedures**

Each department shall establish, implement, and maintain an effective emergency evacuation procedure. The program shall be in writing and available to all employees and comply with California Code of Regulations, Title 8. This section is not grievable or arbitrable. Employees should pursue redress through Cal-OSHA.

#### **10.18 Renovation/Construction**

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled or renovated, will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of the notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give no less than twenty-four (24) prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants. A copy of the results shall be given to the Union and any employee at risk.

## **ARTICLE 11 – SALARIES**

### **11.1 Salaries**

Effective July 1, 2003, all Unit 20 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

### **11.2 Merit Salary Adjustments (MSA)**

- A. Employees shall receive annual merit salary adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the merit salary adjustment.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

### **11.3 Evening and Night Shift Differentials**

- A. Unit 20 employees who regularly work shifts shall receive a night shift differential as set forth below:
  - 1. Employees shall qualify for the first night shift pay differential of forty (40) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.
  - 2. Employees shall qualify for the second night shift pay differential of fifty (50) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.
- B. A "regular scheduled work shift" are those regularly assigned work hours established by the department director or designee.

### **11.4 Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

- A. Definition of Bilingual Position for Bilingual Differential Pay:
  - 1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of



Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)

2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
  - a. A direct public contact position;
  - b. A hospital or institutional setting dealing with patient or inmate needs;
  - c. A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum one hundred dollars (\$100) per monthly pay period, including holidays.
  2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
  3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
  4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents (\$.58) per hour.
  5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

- F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to the position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
- G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. Work Week Group 2 employees will receive bilingual salary compensation for overtime hours worked.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

### **11.5 Timely Payment of Wages**

The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office Policies.

### **11.6 Alternate Range 40**

- A. The State will continue to provide Alternate Range 40 compensation to classes, currently eligible, using the following criteria:
- B. Range B. This Range shall apply to incumbents in positions approved by the Department of Personnel Administration staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three (173) allocated hours of inmates, wards, or resident workers time per pay period.
- C. Other classes may be added during the term of this Contract only upon concurrence of the State.

### **11.7 Split Shift Differential**

Department of Education Unit 20 employees who regularly work split shifts shall receive a split shift pay differential maximum of seventy dollars (\$70) per pay period.

- A. A "regularly scheduled split shift" are those regularly assigned work hours established by the Department of Education.

- B. Employees shall be eligible to receive the split shift pay differential for each pay period they have worked the split shift for more than five (5) days.

During the summer recess (i.e., after the schools have closed and employees are sent home), sick leave, vacation, CTO, and holidays shall not be considered as time worked for the purposes of receiving the split shift differential.

## **11.8 Deferred Compensation Plans**

Employees are to be included in the State of California, Department of Personnel Administration 401K and 457 Deferred Compensation Programs. Eligible employees under IRS Code Section 403B will be eligible to participate in the 403B Plan.

## **11.9 State Special Schools Ten Months Compensation Agreement**

The Special Schools in the Department of Education shall use the following work schedules policy for permanent full-time Bargaining Unit 20 employees that are scheduled to work a ten (10) month school year.

- A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board Rule 9) to permanent full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary and program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, or paid or unpaid leave; so, that when all of these are considered in total for the year each employee at the California Schools for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately 1,734 hours of the employee's regular (straight-time) rate of pay. The Special Schools may provide an annual compensation greater than 1,734 hours, subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly. During recess periods, the Special Schools may utilize any combination of work, training, vacation, CTO or unpaid leave (including dock). Priority considerations will be given first to regular work assignments, second to training and third to work not associated with their normal duties. It is understood by both parties that regular work, work not associated with their normal duties, and training may not be available. Employees may request training that enhances the Special Schools program.
- B. Employees covered by this Agreement:
  - 1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 20 Contract vacation leave provision.

2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. However the minimum annual compensation (1,734 hours) shall be reduced by the time utilized.
  3. Sections B. (1) and (2) shall apply to permanent part-time employees on a pro rata basis.
  4. The seventy (70) hours of vacation leave credit (and pro-rated amount for permanent part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.
- C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses.
  - D. The Special Schools have total discretion to determine the school year including recesses so long as the provisions of this Agreement are met.
  - E. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g. CTO or vacation) or place employees on unpaid leave (including dock). During recesses it is the intent of the Department that all employees covered by this Agreement shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.
  - F. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
  - G. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation or CTO in July and a minimum two (2) days of work, training, vacation or CTO in August.
  - H. If an overtime opportunity is offered to and declined by an employee, only the amount of the overtime hours offered shall be charged towards the employee's 1734 hours. The premium that might have been earned shall not be charged towards the 1734 hours.

### **11.10 Dental Assistant Registration Differential**

- A. All Dental Assistants classifications who have obtained their Registered Dental Assistant (RDA) certification from the State Department of Consumer Affairs shall receive an additional one hundred dollars (\$100) per month upon submitting a copy of the certification to the department head or designee.
- B. All Dental Assistants classifications who have obtained Coronal Polishing Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- C. All Dental Assistants classifications who have obtained Ultra Sonic Scaling Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.

### **11.11 Sustained Superior Accomplishment Awards**

Sustained superior accomplishment awards shall not be considered "compensation" for purposes of retirement.

### **11.12 Labor-Management Committee on State Payroll System**

The parties agree to establish a labor-management committee to advise the State Controller on planned and anticipated changes to the State's payroll system that would result in a more efficient, cost effective and responsive payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statement, direct deposit of employee pay, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and labor representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee.

### **11.13 Salary Definitions**

For the purpose of salary actions affecting employees assigned to Bargaining Unit 20, the following definitions shall apply.

- A. "Salary range" is the minimum and maximum rate currently authorized for the class.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar, and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the dollar and cents amount.
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.

- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges of the pay plan.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher or lower than the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate at least two (2) steps lower than the maximum salary rate of another salary range.

Under paragraph B., one step higher is calculated by multiplying the rate by 1.05. One step lower is calculated by dividing the rate by 1.05 (e.g., \$1,000 x 1.05 = \$1,050, one step higher \$1,050/1.05 = \$1,000, one step lower). Under paragraphs E., F., and G., 10% higher is calculated by multiplying the rate by 1.10. Ten percent (10%) lower is calculated by dividing the rate by 1.10 (e.g., \$1,000 x 1.10 = \$1,100, 10% higher; \$1,100/1.10 = \$1,000, 10% lower).

Unless otherwise provided by the State Personnel Board, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

#### **11.14 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla and Centinela State Prisons**

- A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla or Centinela State Prisons, Department of Corrections, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Chuckawalla or Centinela State Prisons, there will be no pro rata payment for those months at either facility.
- C. If an employee is mandatorily transferred by the department, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla or Centinela State Prisons prior to completion of twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- G. Employees on IDL shall continue to receive this stipend.
- H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution, and then takes six (6) months' maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of 2,400.
- I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decisions not grievable or arbitrable.

### **11.15 Recruitment and Retention**

- A. Upon approval by the Department of Personnel Administration, departments may provide Unit 20 employees a recruitment and retention differential for specific position, classifications, facilities or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent intermittent employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. The department may withdraw any recruitment and retention differential for specific positions, classifications, facilities or geographic locations for new hires with a thirty (30) day notice to CSEA.
- F. It is understood by CSEA that the decision to implement or not implement recruitment and retention payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

### **11.16 LVN Recruitment and Retention, Department of Veterans Affairs**

- A. Unit 20 Licensed Vocational Nurses in the Department of Veterans Affairs Veterans Home who are employed for twelve (12) consecutive qualifying pay periods after January 1, 1989 shall be eligible for a recruitment and retention bonus of \$1,000, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at the Veterans Home of California, there will be no pro rata payment for those months.

- C. If an employee is mandatorily transferred by the department, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than the Veterans Home prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus.
- E. No bonus shall be paid, including pro rata shares, prior to February 1, 1990.
- F. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- G. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- H. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such differentials, and the amount of such payments rests solely with the State and that such decision is not grievable or arbitrable.

#### **11.17 Release of Paychecks-NOC Shift or First Watch**

The department shall make arrangements so that nocturnal (NOC) shift or first watch employees may pick up their pay checks during their assigned work shift which begins on the authorized pay day.

#### **11.18 Certified Nursing Assistant/EMT Pay Differential**

Upon DPA approval, certified Nursing Assistants with emergency medical technician (EMT) certification shall receive a pay differential of one hundred fifty dollars (\$150) per month.

#### **11.19 Tax Deferral of Lump Sum Leave Cash Out Upon Separation**

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than sixty (60) days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).



- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing Plan document (which may at the State's discretion be amended from time to time), and all applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

## **11.20 Licensed Vocational Nurses (LVN) Recruitment and Retention**

- A. Unit 20 Licensed Vocational Nurses (LVN) not currently receiving a recruitment and retention differential, shall receive a recruitment and retention bonus of at least two hundred dollars (\$200) per month payable thirty (30) days following the ratification of this agreement.
- B. Part-time and intermittent employees shall receive a pro rata share of the recruitment and retention differential based on the total number of hours worked excluding overtime.
- C. This differential shall be considered compensation for retirement purposes for employees identified in A. above.
- D. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such differentials, and the amount of such payments rests solely with the State and that such decision is not grievable or arbitrable.

## **11.21 Recruitment and Retention Differential – Freemont State Special Schools**

Effective the first pay period following ratification, employees of the State Special Schools, Fremont in the listed classifications shall receive a recruitment and retention differential of two hundred dollars (\$200) per month. This differential shall be paid for the ten (10) month school year only and shall be considered compensation for retirement.

<u>TITLE</u>	<u>CLASS CODE</u>
Teaching Assistant, School for the Blind	8244
Teaching Assistant, School for the Deaf	8246
Night Aide, School for the Blind	9712
Night Aide, School for the Deaf	9663
Counselor, School for the Blind	9713
Counselor, School for the Deaf	9664
Transportation Coordinator, Special Schools	9671
Support Bus Driver	8291
Support Services Assistant (Interpreter)	9820

The differential shall be paid pro-rata for less than full-time employees.

## ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

### 12.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses, and make them available for audit upon request by their department, State control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for and method of travel.

A. Meals/Incidentals - Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

1. Rates - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast	Up to	\$ 6.00	
Lunch	Up to	\$ 10.00	
Dinner	Up to	\$ 18.00	
Incidentals	Up to	\$ 6.00	(Every full 24 hours of travel)
<b>TOTAL</b>		<b>\$40.00</b>	

2. Timeframes - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete than twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the first day of travel of a trip of more than twenty-four (24) hours:

Trip begins at or before 6 am	Breakfast may be claimed
Trip begins at or before 11 am	Lunch may be claimed
Trip begins at or before 5 pm	Dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 am	Breakfast may be claimed
Trip ends at or after 2 pm	Lunch may be claimed
Trip ends at or after 7 pm	Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed or reimbursed more than once on any given date or during any twenty-four (24) hour period.

For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am:	Breakfast may be claimed
Travel begins at or before 4 pm and ends at or after 7 pm:	Dinner may be claimed

If the trip extends overnight, receipted lodging may be claimed

No lunch or incidentals may be claimed on a trip of less than 24 hours

- B. Lodging - All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid commercial lodging establishment receipt.

1. Regular State Business Travel:

- a. Statewide, in all locations not listed in b. and c. below, for receipted lodging while on travel status to conduct State business, actual lodging up to eighty-four dollars (\$84) plus applicable taxes.
- b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.
- c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars (\$140) plus applicable taxes.

2. State Sponsored Conferences or Conventions:

- a. for receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

- b. Statewide, with a lodging receipt: Actual lodging up to one hundred ten dollars (\$110) plus applicable taxes
- 3. Non-State Sponsored Conferences or Conventions:
  - a. for receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.
  - b. Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes, requires advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within fifty (50) miles of his/her home or headquarters.

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

- 1. Full Long-term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
  - The employee continues to maintain a permanent residence at the primary headquarters, and
  - The permanent residence is occupied by the employee's dependents, or
  - The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to ten dollars (\$10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars (\$5) for actual meals and incidentals for each period of less than of twelve (12) hours at the long-term location, or
- b. Long-term subsistence rates of twenty-four dollars (\$24) for actual meals and incidentals and twenty-four dollars (\$24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars (\$24) for actual meals or twenty-four dollars (\$24) for receipted lodging for travel less than of twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to twelve dollars (\$12) for actual meals and incidentals and twelve dollars (\$12) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars (\$12) for actual meals or twelve dollars (\$12) for receipted lodging for travel less than of twelve (12) hours at the long-term location.
- D. Out-of-state Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.
- E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in Column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term Travel above, or as determined by DPA.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. Transportation. Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

1. Mileage Reimbursement:

- a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed thirty-four (\$.34) cents per mile. Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
- b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. Specialized Vehicles: Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim from thirty-four (\$.34) up to thirty-seven (\$.37) cents per mile, with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.
  3. Private Aircraft Mileage: When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of fifty (\$.50) cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.
  4. Mileage to/from a Common Carrier: When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before he normally leaves his home, or ends travel one hour or more after the end of the work day or travel occurs on a regularly scheduled day off, mileage may be computed from/to his/her residence.
- G. Receipts: Receipts or vouchers shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
  2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10) or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, tax or other business charges related to State business of five dollars (\$5) or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

## **12.2 Moving Expenses**

Whenever a State employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in Section 12.1, and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

## **12.3 Annual Uniform Replacement Allowance**

When the State requires a uniform to be worn as condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount to be determined by the State, but not to exceed four hundred fifty dollars (\$450) per year.

Uniform means outer garments, including shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.

In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to the section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one (1) full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

### **Single Source Vendor**

During the life of this contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.

Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a nonuniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

#### **12.4 Damaged or Destroyed Personal Property**

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches or clothes are damaged beyond repair, the department may pay the actual replacement value of such eyeglasses, hearing aids, dentures, watches or clothing. The value of such eyeglasses, hearing aids, dentures, watches or clothes shall be determined as of the time of the damage hereto. Denials of a claim shall be in writing, with specifics outlining the reason for the denial.

#### **12.5 Overtime Meals**

- A. When a Unit 20 employee is required to work overtime, the employee may be furnished a hot meal or provided an overtime meal allowance up to eight dollars (\$8). Receipts may be required. To be eligible for the meal or the allowance, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled work day. No more than three (3) overtime meal allowances may be claimed during any twenty-four (24) hour period.
- B. Special Schools facilities in the Department of Education that utilize meal tickets may provide Unit 20 employees an overtime meal ticket in lieu of an overtime meal allowance or a hot meal, with the date of issue recorded on the meal ticket. If the employee chooses to use the meal ticket at the facility dining room or request reimbursement for the overtime meal ticket he/she must do so prior to the end of the school year in which the overtime meal ticket is issued. Reimbursement shall be the value of the meal ticket at the time the meal ticket is redeemed.
- C. Overtime Meal Allowances - CYA/CDC
  - 1. Overtime meal allowances will be granted when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six-hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period.
  - 2. Unit 20 employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.



3. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this Section.
4. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement.

The employee may use the meal ticket as provided in (a) and (b) below:

- a. If the employee chooses to use the assigned meal ticket at the employee's snack bar or dining room, the employee must use it within twenty-four (24) hours of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in (b) below.
- b. Employees issued meal tickets may receive reimbursement for the meal ticket in accordance with the local institution policy. Employees requesting reimbursement under this option will receive six dollars (\$6), regardless of the value assigned to the meal ticket by local management.
- c. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the Six dollars (\$6) reimbursement for overtime meal allowances earned.

## **12.6 License or Certificate Renewal Fees**

The State agrees to reimburse all permanent full-time employees who are required by law to maintain a license or certificate, and utilize such license or certificate in the course of their job duties while employed by the state of California, for the actual cost of license or certificate renewal fees in effect on July 2 of the current fiscal year. Permanent part-time and permanent intermittent employees shall be reimbursed for fifty percent (50%) of the cost of such fees.

## **12.7 Laboratory Service and Deliveries**

Where the State requires a Unit 20 employee to pick up and/or deliver material further than a reasonable walking distance from the labs to which they are assigned, the State will: (1) provide a mode of transportation; or (2) provide mileage reimbursement in accordance with Article 12, Section 12.1 (Business and Travel Expenses) of this Contract.

## **12.8 State Special Schools Field Trip Expenses**

The Department of Education shall reimburse employees, who are authorized to accompany students on field trips, for work related expenses. If an employee requests at least ten (10) working days in advance or upon notification, if less than ten (10) days of the field trip, the State shall provide a cash advance to cover the expected cost of expenses incurred for those special events. The employee shall be responsible to submit his/her work-related expenses for verification in a timely manner.

## **ARTICLE 13 – CAREER DEVELOPMENT**

### **13.1 Release Time for State Civil Service Examinations**

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a nocturnal (NOC) shift or the first watch on the day of an SPB examination.

### **13.2 Mandatory Training**

- A. The State agrees to reimburse Unit 20 employees for expenses incurred as a result of satisfactorily completing training or job-related continuing education courses required by the State. Such reimbursement shall be limited to:
  - 1. Tuition and/or registration fees;
  - 2. Cost of course-required books;
  - 3. Transportation or mileage expenses;
  - 4. Toll and parking fees;
  - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with Article 12, Section 12.1 of this Contract.
- C. Unit 20 employees who are directed to attend a training course required by the department shall be granted reasonable time off without loss of compensation for courses that are scheduled during their normal working hours.

### **13.3 Non-Mandatory Training**

- A. For purposes of this Section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department designee, the State may reimburse Unit 20 employees for up to one hundred percent (100%) of the cost for course required books and/or tuition. The State may also provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be granted for up to one hundred percent (100%) of the time required for course attendance. Both Parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.
- B. It is the State's intent that this Section shall be administered in a non-discriminatory and equitable manner. Allegations of favoritism or inequitable treatment shall be grievable up to the Department of Personnel Administration.

### **13.4 Education and Training Opportunities**

Departments shall make available information on education opportunities and training to Unit 20 employees upon request. The departments shall continue existing practices of disseminating education and training information.

### **13.5 20/20 Programs**

Where feasible, the State shall provide 20/20 programs for Unit 20 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s) shall meet to develop a 20/20 program(s).

### **13.6 Employment Opportunities**

Departments shall make available employment opportunity information to Unit 20 employees. Such information shall be posted on a facility bulletin board and may be published in weekly bulletins.

### **13.7 Orientation**

Departments will provide an on-the-job orientation for all Unit 20 employees hired after the effective date of this MOU. The orientation will take place as soon as feasible.

### **13.8 Professional Practice Groups (PPG)**

- A. The purpose of professional practice groups is to provide an orderly process through which Unit 20 Level of Care (LOC) nursing staff may participate regularly as a part of a group to:
  - 1. Establish, maintain, and improve the standard of LOC nursing practices;
  - 2. Function as a central group to assist in:

- a. maintaining competence in LOC nursing practices;
    - b. increasing the scope of practice of LOC nursing staff by exposure to new skills, trends, and developments of practice within the provisions; and,
    - c. recognizing and accepting responsibility for recommending improvements to LOC nursing practice;
  - 3. Participate actively in efforts to define and upgrade the standards of LOC nursing practice, education, orientation, ethics, conduct, and achievement as required by the appropriate licensing board;
  - 4. Serve as a centralized group for receiving individual or group concerns pertaining to health care delivery and channeling this input for study evaluation and consideration; and
  - 5. Improve communications between members of the professions, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in LOC nursing practices, such as a result of legislation, science, or new applications and interpretation of existing law.
- B. Each PPG may be limited to LOC nursing employees. The size, composition, and frequency of meetings shall be determined by facility management. These meetings shall be open and other employees may attend on their own time or on State time with his/her supervisor's approval. The selection process shall include an election of representative rank-and-file LOC nursing employees and may also include direct appointments by management. Direct appointments may not exceed one-half (1/2) of the total membership of Professional Practice Groups. Prior approval of agendas may be required. Each Professional Practice Group may elect officers, publish agendas in advance, and distribute their minutes only within the facility. No bargaining unit officer or job steward may serve as an elected officer. Each Professional Practice Group shall prepare minutes and provide a copy to management. Upon request, facility management may review the minutes and/or agenda prior to distribution.
- C. Professional Practice Groups shall be able to use State facilities, clerical support, and mail systems consistent with current practices, workload, and other facility priorities. Unit 20 LOC nursing employees participating in Professional Practice Groups shall suffer no loss of compensation and shall receive no overtime as a result of attendance at any Professional Practice Group meeting or assignments made by a Professional Practice Group.
- D. Professional Practice Groups may submit recommendations to facility management. Management shall acknowledge the receipt of the recommendations and respond on a case-by-case basis as determined by management. It is understood by both parties that effective two-way communications improve morale and productivity.

- E. No Professional Practice Group shall discuss any subject that falls within the mandatory or permissive scope of bargaining as it relates to wages, hours, working conditions, classification studies, or a subject of any grievance or complaint. PPGs may, however, provide suggestions to appropriate department management on improvements to in-service training, and the appropriateness of uniform requirements. No Professional Practice Group communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.
- F. All departments that currently utilize Professional Practice Groups shall reaffirm, in writing, the importance of the Professional Practice Group and encourage Unit 20 LOC nursing employees to attend the meetings. The date, time, and location shall be provided to new employees during the formal orientation process.
- G. Subsections A. and E. of this Section are not subject to the Grievance and Arbitration Article.
- H. This Section shall apply only to those departments or facilities (as appropriate) where there currently exists a multidisciplinary LOC nursing professional practice group.

### **13.9 Professional Dues**

Each department may reimburse a Unit 20 employee for membership dues not to exceed fifty dollars (\$50) per calendar year in one (1) job related professional society or job related professional association of the employee's choice. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation. This section is not subject to Article 6, Grievance and Arbitration Procedure.

### **13.10 Unit 20 Scholarship Fund**

- A. The employer and the Union recognize that encouraging Unit 20 employees to further develop their professional careers within California State service will have a positive impact on both enhancing quality nursing/teaching and employee morale. The parties seek to expand and develop Unit 20's skills and expertise and enhance personal growth through education and training initiatives.
- B. The State agrees to establish a program to provide financial assistance to aid employees in obtaining education that will enhance their potential in the nursing, teaching and other professions. The purpose of the program will be to enhance, but not duplicate, existing State workforce training and development options and to help meet the future needs of the employers' workforce. In pursuit of this objective, within ninety days of the ratification of this Memorandum of Understanding, the Chairperson of Bargaining Unit 20, or designee, will recommend to the State additional occupational groups to be included in this program.

- C. The State agrees to establish a Unit 20 Scholarship Advisory Committee with management and labor co-chairs. The purpose of the Committee is to establish and maintain a “qualified scholarship” program for career advancement to assist eligible State employees to participate in educational programs that will allow employees to pursue advancement in the nursing and/or teaching career fields in State government. Amounts reimbursed under a qualified scholarship to an individual who is a candidate for a degree at a qualified educational institution, as defined per Internal Revenue Code 117, are excludable from gross income. The Committee shall be tasked with establishing and maintaining guidelines for participation under which employees may be eligible for reimbursement of career-enhancing training and education expense. Allowable reimbursements include actual and customary charges for a degree at an accredited college or university including: tuition, books, supplies and equipment required for courses. The Committee shall be comprised of six (6) members with an equal number of union and management representatives. The union Bargaining Unit 20 Chairperson, or designee, may designate the State employee members who may attend meetings without loss of compensation. Membership on the Committee is open to members from Unit 20. The committee shall meet and report regularly to assist in administering the program.
- D. The State agrees to establish a Unit 20 Scholarship Fund administered by the Department of Personnel Administration. All direct staffing and administration costs associated with the operation of the fund shall be paid from the fund. The State shall establish and maintain the fund with a contribution of \$250,000.
- E. Scholarship fund awards are intended to reimburse actual and allowable costs permitted under a “qualified scholarship” while attending the above committee approved training sessions/courses. The committee will meet and establish procedures on the reportability of these fees and costs.

## **ARTICLE 14 – CLASSIFICATION**

### **14.1 Classification Changes**

- A. When the Department of Personnel Administration (DPA) proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the Department of Personnel Administration regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union’s right to meet and confer over the classification proposal prior to submittal to the State Personnel Board for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union’s request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the State Personnel Board (SPB) for the non-hearing calendar.

- D. If the parties do not reach an agreement the classification proposal may be submitted to the State Personnel Board.
- E. In the event the State Personnel Board renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

## **14.2 Out of Classification Assignments**

- A. Notwithstanding Government Code Sections 905.2, 19818.8, 19818.16, an employee may be required to perform work other than that described in the specification for his/her classification for up to one hundred twenty (120) consecutive calendar days during a fiscal year.
- B. An employee is working out-of-class when he/she spends a majority (i.e., more than 50%) of his/her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification. Duties which are appropriately assigned to incumbents in the employee's current classification are not out-of-class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California State Personnel Board specification. Training and Development assignments are not out-of-class work.
- C. For purposes of this article, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
- D. An employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred twenty (120) calendar days when it determines that such an assignment:
  - 1. Is of unusual urgency, nature, volume, location, duration or other special characteristics; and,
  - 2. Cannot be feasibly met through use of other civil service or administrative alternatives.
- E. Departments may not use out-of-class assignments to avoid giving civil service examinations, or to avoid using existing eligible lists created as the result of a civil service examination.
- F. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to 2 Cal. Code Regs 599.673, 599.674 or 599.676 if appointed to the higher classification.
- G. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
- H. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

### 14.3 Out-of-Class Grievances

- A. If a department head or designee requires an employee to work in a higher classification for more than two consecutive work weeks, the employee shall receive the rate of pay he/she would have received pursuant to 2 Cal. Code Regs 599.673, 599.674 or 599.676 if appointed to the higher classification. The differential shall not be considered as part of the base pay in computing the promotional step in the higher class.
- B. It is not the State's intent to select employees for out-of-class assignments based on favoritism.
- C. Approved out-of-class-grievances may be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.
- D. All out-of-class grievances should be filed on an out-of-class claim form.
- E. Review of out-of-class grievances shall begin at the second level of review of the Unit 20 grievance process. Accordingly, the claim form and other relevant documents (duty statement, audit form, etc.) may be sent directly to the department's personnel/human resources office.
- F. The department's personnel/human resources office shall review the relevant facts of the case, conduct an audit if necessary and respond to the grievance within thirty (30) calendar days of receiving the grievance.
- G. If the grievant is not satisfied with the decision rendered by the personnel/human resources office, he/she may elevate the grievance in writing within fourteen (14) calendar days after receipt to the Director of DPA.
- H. The Director of DPA or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
- I. If the grievance is not resolved by DPA, the Union shall have the right to submit the grievance to arbitration within thirty (30) calendar days following receipt of DPA's decision.
- J. The arbitrator's decision shall be final and binding. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties, responsibilities or claim.
- K. The only remedy that shall be available to a grievant is salary for out-of-class work. This does not, however, preclude the grievant from pursuing certification for experience (SPB Rule 212).
- L. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.
- M. Should any employee file suit against the Union seeking to declare this provision illegal, the State shall indemnify the Union for any cost incurred in defending itself.

The parties agree to support legislation to amend Government code section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.



1. Government Code Section 19818.8. (a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by Section 19050.8.
2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

#### **14.4 Classification Studies**

- A. The State and Unit 20 agree to establish a Joint Labor/Management Advisory Classification Committee to review and make recommendations on updating existing classification specifications which do not reflect the current duties.
- B. The Union will propose up to four (4) classifications for review by the Committee in a fiscal year. Each proposed classification revision may be submitted to DPA for review and update and further consideration by SPB after the conclusion of action by the Committee.
- C. The Committee will consist of up to four (4) Union representatives and up to four (4) State representatives. The composition of the Committee may vary depending on the classification being discussed however, in no case shall the membership of the committee exceed four (4) Union and four (4) State representatives. Union representatives will serve on the Committee with no loss of compensation or benefits.
- D. The Committee will meet for a sufficient amount of time to properly address the issues. Release time of Union representatives shall be determined by the State subject to operational needs.
- E. Classification studies initiated by this Article shall be administered pursuant to Bargaining Unit 20's MOU, Article 14.1 (Classification Changes). Upon meeting and conferring with the Union, DPA and SPB approval, and certification of funds (Form 137) by all affected departments, the classification studies shall be implemented.

#### **14.5 Duty Statements**

- A. An employee, shall be provided a duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the SPB job classification specifications.
- B. Duty statements shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement may be reviewed.
- C. Upon request, a Union representative assigned to the affected bargaining unit will be provided access to existing duty statements.
- D. The parties recognize that Duty Statements are not grievable or arbitrable.

## **ARTICLE 15 – TRANSFERS**

### **15.1 Employee Opportunity Transfer**

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
  - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one (1) employee with an Employee Opportunity Transfer application to the same location on file, one (1) of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.
- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

### **15.2 Appeal of Involuntary Transfer**

- A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 (Grievance and Arbitration Procedure) only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his/her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

## ARTICLE 16 – LAYOFF

### 16.1 Layoff and Re-employment

- A. **Application.** Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "employee") in any State agency, the State may lay off employees pursuant to this Section.
- B. **Order of Layoff.** Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.
- C. **Notice.** Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on date of mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification the estimated number of surplus employees in each classification and the proposed effective date of the layoff.
- D. **Grievance and Arbitration.** Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedures.
- E. **Transfer or Demotion in Lieu of Layoff.** The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.
- F. **Re-employment.** In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a re-employment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional re-employment lists in accordance with Section 19056 of the Government Code.
- G. **State Service Credit for Layoff Purposes.** In determining seniority scores, one (1) point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code Section 19997.6.
- H. **Departmental Vacancies.** Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current State Restriction of Appointment procedures.

## **16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to layoff employees, the State and Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement and unpaid leaves of absence.

## **16.3 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notice and meet and confer with the Union to seek concurrence of the usage of this alternative.

## **16.4 Layoff Employee Assistance Program**

Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

# **ARTICLE 17 – RETIREMENT**

## **17.1 First Tier Retirement Formula (2% @ 55)**

- A. The Union and the State (parties) agree to continue the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of the First Tier plan under the California Public Employees' Retirement System (CalPERS). The CalPERS board has adopted a resolution that will employ, for the June 30, 1998 valuation and thereafter, ninety-five percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period, beginning July 1, 1999. The CalPERS board shall continue to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.
- B. The enhanced benefit factors shall apply to State employees who retire directly from State employment on and after January 1, 2000.
- C. The table below compares the current First Tier age benefit factors to the improved factors that the proposed legislation would place in the part of the Government Code administered by CalPERS.

AGE AT RETIREMENT	CURRENT FACTORS
50	1.100
52	1.460
53	1.640
54	1.820

AGE AT RETIREMENT	CURRENT FACTORS
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

- D. There shall be factors for attained quarter ages, such as 52  $\frac{3}{4}$ . These improved age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The improved factors will also apply to past service that is credited under the First Tier and the Modified First Tier.
- E. The amount of member contributions required of employees who will be covered under these new factors will continue to be five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513).

## **17.2 Employer "Pick-up" of Employee Retirement Contributions**

The State and Union agree to continue the January 28, 1985, agreement regarding Employer "Pick-up" of Employee Retirement Contributions for the duration of this Contract.

## **17.3 First Tier Eligibility For Employees In Second Tier**

- A. The Union and the State agree to the current implementation to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article.
- B. The employees in Second Tier may exercise the Tier 1 right of election at any time after the effective date of 1/1/2000. An employee who makes this election would then be eligible to purchase past Second Tier service.
- C. Pursuant to Government Code 21070.5, new employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to elect to be covered under the Second Tier plan within one hundred eighty (180) days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he/she would remain in the First Tier plan.

- D. Pursuant to Government Code 21073.1, employees who elect to purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. The amount will include interest at six percent (6%) annually compounded.

#### **17.4 2.5% @ 55 Retirement Formula For Safety Members**

- A. The Union and the State (parties agree that the legislation implementing this agreement shall contain language adding new age benefit factors on which service retirement benefits are based for employees of this unit who are safety members of the California Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998, valuation and thereafter, ninety-five percent (95%) of the market value of the CalPERS's assets as the actuarial value of the assets, and to amortize the June 30 excess assets over a twenty (20) year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.
- B. The parties agree to support legislation that will improve the age benefit factors from age 50 to 55 for Safety members. The age benefit factor at age 55 for members of this Union will be two and a half percent (2.5%) of compensation for each year of service. These improved benefit factors will apply to employees who retire directly from State service on and after January 1, 2000, and for service rendered as a Safety member prior to and after that date.

#### **17.5 Streamlining the State Safety Retirement Process**

The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code (GC) Sections 19816.20 and 20405.1 and will no longer be subject to the provisions of GC Section 18717.

#### **17.6 1959 Survivor's Benefits – Fifth Level**

- A. Employees in Unit 20 who are members of the Public Employee's Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivors of current employees who are not covered by Social Security.
- B. The contribution for employees covered under this new level of benefits will be two dollars (\$2) per month. The rate of contribution for the State will be determined by the PERS board.

C. The survivor's benefits are detailed in the following schedule:

A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse	\$1,800.
A spouse with one eligible child, or two eligible children not in the care of the spouse	\$1,500.
One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62	\$750.00.

### **17.7 Next Step Program**

The parties agree that Government Code Section 19876.5, 21159, 21160, 21161, and 21195 do not apply to Unit 20 employees. This means that Unit 20 employees shall no longer participate in the Next Step Program.

### **17.8 Pre-retirement Death Continuation of Benefits**

Government Code Section 19849.15. Notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred twenty (120) days beginning in the month of the employee's death. The surviving spouse, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse shall also be notified by the department during this period regarding Consolidated Omnibus Budget Reconciliation Act (COBRA) rights for the continuation of vision benefits.

### **17.9 Employee Retirement Contribution Reduction for Miscellaneous Members**

- A. Effective no earlier than May 1, 2002, or at a time determined by the Director of the Department of Personnel Administration, the State agrees to the following:
1. Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the California Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced to zero.
  2. Employees who are miscellaneous and/or industrial members of the first tier plan who are not subject to Social Security under the California Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from six percent (6%) of compensation in excess of three hundred seventeen (\$317) dollars each month to one percent (1%) of compensation in excess of three hundred seventeen (\$317) dollars.

- B. Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.
- C. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

This management proposal shall be deemed withdrawn if not accepted by all parties and ratified before the current legislative session adjourns.

#### **17.10 Employee Retirement Contribution Reduction for Safety Members**

- A. Effective no earlier than May 1, 2002, or at a time determined by the Director of the Department of Personnel Administration, the State agrees to the following:
  - 1. Employees who are safety members (2.5% at 55) under the California Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from six percent (6%) of monthly compensation in excess of three hundred seventeen (\$317) dollars each month to one percent (1%) of compensation in excess of three hundred seventeen (\$317) dollars each month.
- B. Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.
- C. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.



This management proposal shall be deemed withdrawn if not accepted by all parties and ratified before the current legislative session adjourns.

## **ARTICLE 18 – PERMANENT INTERMITTENT APPOINTMENTS**

- A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee (PIE) may work up to the 1,500 hours in any calendar year based upon Government Code Section 19100 et. seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of SPB Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.
- B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.
- C. Each department shall provide a permanent intermittent employee with a minimum of seventy-two (72) hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. A permanent intermittent employee will become eligible for leave credits in the following manner:

### **1. Sick Leave**

- a. A permanent intermittent employee in Bargaining Unit 20 who has completed one hundred sixty (160) hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
- b. Sick leave may be requested and taken in thirty (30) minute increments.
- c. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
- d. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.2 (Sick Leave).

2. **Vacation Leave:** A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 8, Section 8.1 (Vacation Leave) on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1 on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
  - a. Pay the permanent intermittent employee in a lump sum payment for accumulated vacation leave credits; or
  - b. by mutual agreement, schedule the permanent intermittent employee for vacation leave; or
  - c. allow the permanent intermittent employee to retain his/her vacation credits; or
  - d. effect a combination of (a), (b) or (c) above.
3. **Holidays:** A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article 7, Holidays, and DPA policies and rules.
4. **Bereavement Leave:** A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.3 (Bereavement Leave), if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.
5. **Jury Duty:** A permanent intermittent employee may only be granted jury duty leave in accordance with Section 8.8 (Jury Duty) if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

6. **Non-Industrial Disability Leave:** Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.
- G. **Dental Benefits:** A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two control periods. To continue benefits, an employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two consecutive control periods. For the purposes of this Section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.
- H. **Health Benefits:** A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two consecutive control periods. For the purposes of this Section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- I. **Vision Service Plan:** A permanent intermittent employee will be eligible for the State's Vision Service Plan during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two consecutive control periods. For the purposes of this Section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the Vision Service Plan within sixty (60) days from the end of the qualifying control period.
- J. Permanent Intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Budget Reconciliation Act (COBRA).

- K. **FlexElect Program:** A PIE may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental benefits. Permanent Intermittent Employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PIE choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) months control period of January 1 through June 30 of the plan year in which they are enrolled.
- L. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism.
- M. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent position. A PIE that is offered a permanent full-time job within a department shall not be denied release from their PIE position by management.
- N. All remaining conditions of employment that related to the permanent intermittent employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME**

### **19.1 Workweek**

The regular workweek of full-time Unit 20 employees shall be forty (40) hours. However, workweeks and workdays of a different number of hours may be scheduled by the State in order to meet the needs of the State. The employer shall not alter or change shifts for the purpose of avoiding overtime.

### **19.2 Call Back Time**

- A. An employee who has completed a normal work shift, or on an authorized day off when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of that work shift, or the notification is prior to completion of that work shift and the work begins more than two (2) hours after the completion of the work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall receive call back compensation; when staff meetings and training sessions are scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

### **19.3 Rest Periods**

Unit 20 employees shall be granted a fifteen (15) minute rest period on State time during each four (4) hour period that he/she is required to work unless delayed due to operational needs. A rest period normally will not be granted during the first or last hour of the work shift. An employee shall not leave his/her assigned work area without permission from his/her supervisor. Rest periods may not be accumulated, nor may they be used to "make up time".

### **19.4 Rest Areas**

- A. Unit 20 employees shall be permitted to use unrestricted non-work areas for breaks if it does not involve an additional departmental cost; it does not interfere with departmental business needs or it does not negatively impact on patient, ward, student, client or resident health and safety.
- B. The department will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Where rest areas or break rooms are unavailable, Unit 20 employees may identify and request specific alternate locations, which allow them to be removed from their daily routine.
- C. At the Veterans Home and Department of Education's Special Schools, the departments will not schedule student or member activities in designated employee break rooms.

### **19.5 Meal Periods**

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees will be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be determined by the department or its designee. The meal period will normally be scheduled at or near the middle of the employee's work shift.
- B. Meal periods shall not be counted as part of total hours worked except for those employees who are required by the supervisor to perform assigned duties or remain at their work area or be available during meal periods.

### **19.6 Flexible Work Hours**

Upon request by an authorized Union representative, the State shall meet and discuss to establish flexible work hours, alternate work hours, or alternate work schedules for Unit 20 employees.

### **19.7 Exchange of Days Off**

- A. Unit 20 employees shall be permitted to exchange hours of work with other employees, performing the same type of duties within the same work location provided:
  - 1. The exchange occurs within the affected employees' regular pay period;
  - 2. The employees provide their supervisor(s) with a written notice of the exchange at least twenty-four (24) hours prior to the exchange;
  - 3. The supervisor(s) approve the exchange;
  - 4. The employee does not exchange more than two (2) days within a regularly scheduled work week; and
  - 5. Employees exchanging hours or days of work shall waive consideration for any additional compensation (e.g., overtime, holiday credit/pay, shift differential, out of class pay) which they would not have otherwise received.

### **19.8 Shift Changes**

- A. It is the intent of the parties that there be as much advance notice as possible, but in no case less than fifteen (15) calendar days, of permanent shift changes when the change is made at other than the employee's request. Upon request, the department or its designee will provide the employee with a reason for the shift change.
- B. Unit 20 employees wishing to change shifts within a facility, or a program if employed in a state hospital, shall submit a written request to the facility/program management or designee. When the employer determines that a vacancy on the requested shift is available for a Unit 20 employee, the supervisor shall consider employees with shift change request on file.

### **19.9 Overtime**

- A. Overtime will be compensated for authorized work performed in excess of the scheduled workweek. Payment for authorized overtime, whether cash or compensating time off (CTO), shall be at a rate of one and one-half (1½) times the regular rate of pay for each hour of overtime worked, or fraction thereof, rounded to the nearest fifteen (15) minutes.
- B. Compensating time off shall be authorized at one and one-half (1½) hours for each hour worked.
- C. Compensable overtime may be liquidated by cash or CTO at the discretion of the State. However, a Unit 20 employee's request for use of CTO will not be denied without a work-related reason. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

- D. If the State does not schedule the CTO within one (1) year from the date the overtime was earned, the State shall make cash payment in lieu of CTO, or upon request, a Unit 20 employee may be permitted to accrue two hundred forty (240) hours or less of compensating time off.
- E. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by the FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

### **19.10 Overtime Scheduling**

Upon request by the Union, the department and the Union will meet to establish a system for overtime distribution. Through establishment of the volunteer overtime system, the department will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly, and provide employees with prior notice of possible or actual overtime assignments.

The department has the ability to require overtime or the completion of work in progress, by the employee performing the work at the time the determination was made that overtime was necessary.

### **19.11 Rescinding Approved Time Off**

- A. Approval for the use of accrued compensating time off (CTO), vacation, or annual leave credits will not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services.
- B. When scheduled CTO, vacation, or annual leave is rescinded, the State shall give priority consideration to the employee's request to reschedule the rescinded time off.
- C. If the employee suffers a financial loss from the cancellation of CTO, vacation or annual leave that has been approved in writing, the employee may submit a Board of Control claim for non-refundable expenditure which can be verified. The employer will support the claim.

### **19.12 Standby Time**

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every four (4) hours on standby, an employee shall receive one (1) hour of compensating time off.

- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.
- F. Standby time shall be scheduled in accordance with the procedures established in Section 19.10 (Overtime Scheduling).

### **19.13 Unscheduled Absences**

- A. A Unit 20 employee with a good attendance record shall be allowed to use accrued CTO, vacation, or annual leave for occurrences of tardiness, not to exceed thirty (30) minutes at any one time. The employee must have a reasonable excuse and make every effort to inform his/her supervisor at the earliest possible time.
- B. For the purpose of this Section, "a good attendance record" is defined as no excused or unexcused tardiness for six (6) months prior to the application of Subsection 19.13 A. above. Supervisors may grant exceptions on a case-by-case basis if unusual circumstances so warrant.
- C. Time charged to accrued CTO, vacation, or annual leave through the application of Subsection 19.13 A. above shall be increments of fifteen (15) minutes.

### **19.14 Special Schools Calendar**

- A. The Superintendent of a State Special School shall obtain input from Unit 20 employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to adoption of the calendar.
- B. Upon the adoption of an academic calendar the State Special Schools shall provide a copy of the academic calendar to Unit 20 Special School employees.

## **ARTICLE 20 – WORK AND FAMILY PROGRAMS**

### **20.1 Work and Family Labor/Management Committee**

- A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the Committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family-friendly programs and policies.



- B. The committee shall be comprised of an equal number of management and union representatives. The Union recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. CSEA shall have a total of four (4) representatives who may cast a total of nine (9) votes (one for each CSEA bargaining unit).
- C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary for preparatory work other than at committee is meetings. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.
- D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.

The \$5 million dollars already established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.

## **ARTICLE 21 – PERFORMANCE EVALUATION/PERSONNEL FILES**

### **21.1 Personnel and Evaluation Materials**

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.
- B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign it and date it. A copy of the evaluation material relating to an employee's conduct shall be given the employee. An employee may request, and receive, a copy of any and all material in his/her official departmental personnel file that he/she is lawfully entitled to obtain, upon request of the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.

- E. The employee shall have the right to insert in his/her official personnel file supplementary material and a written response to any item in the file. Such responses shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance.
- G. Materials relating to an employee's performance included in the employee's official personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may be purged after one (1) year.

This provision does not apply to formal adverse actions as defined in applicable Government Code sections or to material of a negative nature for which actions have occurred during the intervening three (3) years. Except that, by mutual agreement between a department head or designee and an employee, an adverse action material may be removed sooner.

## **21.2 Performance Appraisal of Permanent Employees**

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which her/she is serving.
- B. Any Unit 20 employee may grieve the content of his/her Individual Development Plan through the fourth step grievance procedure when he/she receives a substandard rating in two (2) or more of the performance factors, or negative comments that are inconsistent with the actual ratings received. When a grievance is granted on this subject, the Individual Development Plan will be modified to reflect the outcome of the grievance procedure.

## **21.3 Performance Counseling**

The State and the Union encourage periodic informal performance evaluation conferences between Unit 20 employees and their supervisor to discuss work performance, job satisfaction, and work-related problems. Such conferences shall be held in a private setting or sufficiently removed from the audio and visual range of other employees.

## **ARTICLE 22 – FEES AND CHARGES**

### **22.1 State-Owned Housing and Utility Rates**

#### **A. Rent**

Current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

- a. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to twenty-five (25%) percent each year.
- b. During the term of this Contract, where no rent is being charged the State may raise rents up to seventy-five dollars (\$75) per month or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
- c. Employee rental of State housing shall not ordinarily be a condition of employment. In any instance after July 1, 1991, when the rental of State housing is made a condition of employment, the State may charge the employee ten (10%) percent less than the regular rate of rent.
- d. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days' advance notice.

#### **B. Utilities**

1. Current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:
  - a. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
  - b. Where no utilities are being charged, the State may impose such charges consistent with its costs.
  - c. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

### **22.2 Transportation Incentives, Commute Programs and Parking Rates**

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

- B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purposes of retirement. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- C. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the van pool rider reimbursement, the State shall provide one hundred dollars (\$100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary van pool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- D. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty-five dollars (\$65) per month or in the case of the primary van pool driver, the one hundred dollars (\$100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.
- E. For the term of this agreement, the parties agree that the State may increase parking rates in existing owned or leased lots in an amount not to exceed twenty (\$20) dollars per month. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. Rates at new lots administered or leased by the State will be set at a level comparable to existing State lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees.
- F. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.
- G. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives, the State agrees to notice and meet and confer regarding the impact of such new or changed policies.

## **ARTICLE 23 – ENTIRE AGREEMENT AND DURATION**

### **23.1 Entire Agreement**

- A. This Contract sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in Subsection b. below.

- B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Contract.

The Parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees,
2. Where the subject matter of change is within the scope of representation pursuant to Ralph C. Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreements may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

### **23.2 Duration**

- A. Unless a specific provision provides for a different effective date, the terms of this Agreement shall go into effect upon ratification by both the Legislature and the Union and shall remain in full force through July 2, 2003.
- B. In the six (6) month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

## **APPENDIX, SIDELETTERS AND ATTACHMENTS**

### **Side Letter #1 - State Disability Insurance Program**

The State and the Union agree to support legislation in the 2002 legislative session to enable any State bargaining unit to elect to participate in the State Disability Insurance program.

### **Side Letter #2**

At the California School for the Deaf, Riverside, management and the union will hold regular meetings to address workplace issues pursuant to Article 5, Section 5.10, Labor Management Committee.

### **Side Letter #3 (unpublished)**

This agreement shall be considered a tentative agreement and shall be supported by both parties until ratified by both sides.

### **Side Letter #4 - Health Benefits Funds Disbursement**

The parties agree that \$146,475.00 shall be applied to individual health enrollment amount for employees in Bargaining Unit 20 for the months of January through June 2002. The parties shall meet within ninety (90) days of ratification, to determine how the money will be shared by bargaining unit employees in applying the amounts to individual health enrollments.

## SALARY SCHEDULE

### 20 – MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
ACTIVITY COORDINATOR, VETERANS HOME AND MEDICAL CENTER	TR52	8319		1973	2399	2072.00	2519.00	2
ASSISTIVE TECHNOLOGY SPECIALIST	TR71	8264		2968	3608	3116.00	3788.00	2
ASSISTIVE TECHNOLOGY SPECIALIST II	TR73	8234		3116	3788	3272.00	3977.00	2
ASSISTIVE TECHNOLOGY TRAINEE	TR72	8265		2389	2905	2508.00	3050.00	2
AUDIOLOGIST AIDE	TR39	8261		1880	2286	1974.00	2400.00	2
BRACE MAKER	TR70	8318		3255	3957	3418.00	4155.00	2
CERTIFIED NURSING ASSISTANT	TL81	8185	A	1951	2372	2049.00	2491.00	2
CERTIFIED NURSING ASSISTANT	TL81	8185	B	2095	2547	2200.00	2674.00	2
CHAPEL MUSICIAN	FL20	2868		11.92	22.47	12.52	23.59	2
CLINICAL LABORATORY TECHNOLOGIST	SV30	7928	A	3574	4137	3753.00	4344.00	2
CLINICAL LABORATORY TECHNOLOGIST	SV30	7928	B	3924	4543	4120.00	4770.00	2
CLINICAL LABORATORY TECHNOLOGIST (SAFETY)	SV38	9301	A	3574	4137	3753.00	4344.00	2
CLINICAL LABORATORY TECHNOLOGIST (SAFETY)	SV38	9301	B	3924	4543	4120.00	4770.00	2
CLINICAL LABORATORY TECHNOLOGIST, CORRECTIONAL FACILITY	SV36	9293	A	3574	4137	3753.00	4344.00	2
CLINICAL LABORATORY TECHNOLOGIST, CORRECTIONAL FACILITY	SV36	9293	B	3924	4543	4120.00	4770.00	2

## 20 – MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
COUNSELOR ORIENTATION CENTER FOR THE BLIND	XB10	9676		2356	2863	2474.00	3006.00	2
COUNSELOR, SCHOOL FOR THE BLIND	XB55	9713	A	2317	2816	2433.00	2957.00	2
COUNSELOR, SCHOOL FOR THE BLIND	XB55	9713	B	2575	3130	2704.00	3287.00	2
COUNSELOR, SCHOOL FOR THE BLIND	XB55	9713	C	2790	3391	2930.00	3561.00	2
COUNSELOR, SCHOOL FOR THE BLIND	XB55	9713	F	1930.83	2346.67	2027.00	2464.00	2
COUNSELOR, SCHOOL FOR THE BLIND	XB55	9713	G	2145.83	2608.33	2253.00	2739.00	2
COUNSELOR, SCHOOL FOR THE BLIND	XB55	9713	H	2325	2826	2441.00	2967.00	2
COUNSELOR, SCHOOL FOR THE DEAF	XB75	9664	A	2317	2816	2433.00	2957.00	2
COUNSELOR, SCHOOL FOR THE DEAF	XB75	9664	B	2575	3130	2704.00	3287.00	2
COUNSELOR, SCHOOL FOR THE DEAF	XB75	9664	C	2790	3391	2930.00	3561.00	2
COUNSELOR, SCHOOL FOR THE DEAF	XB75	9664	F	1930.83	2346.67	2027.00	2464.00	2
COUNSELOR, SCHOOL FOR THE DEAF	XB75	9664	G	2145.83	2608.33	2253.00	2739.00	2
COUNSELOR, SCHOOL FOR THE DEAF	XB75	9664	H	2325	2826	2441.00	2967.00	2
DENTAL ASSISTANT	SU50	7911	A	2143	2605	2250.00	2735.00	2
DENTAL ASSISTANT	SU50	7911	B	2315	2814	2431.00	2955.00	2
DENTAL ASSISTANT (SAFETY)	SU52	7914	A	2143	2605	2250.00	2735.00	2
DENTAL ASSISTANT (SAFETY)	SU52	7914	B	2315	2814	2431.00	2955.00	2
DENTAL ASSISTANT, CORRECTIONAL FACILITY	SU55	9296	A	2143	2605	2250.00	2735.00	2
DENTAL ASSISTANT, CORRECTIONAL FACILITY	SU55	9296	B	2315	2814	2431.00	2955.00	2



## 20 – MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
DENTAL ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SU51	7656	A	2143	2605	2250.00	2735.00	2
DENTAL ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SU51	7656	B	2315	2814	2431.00	2955.00	2
DENTAL HYGIENIST	TH30	8128		3040	3694	3192.00	3879.00	2
DENTAL HYGIENIST AUDITOR	TU60	8432		3651	4439	3834.00	4661.00	2
DENTAL HYGIENIST CONSULTANT	TU50	8387		3651	4439	3834.00	4661.00	2
DENTAL HYGIENIST, CORRECTIONAL FACILITY	TH35	9298		3040	3694	3192.00	3879.00	2
DENTAL HYGIENST (SAFETY)	TH32	8131		3040	3694	3192.00	3879.00	2
DENTAL LABORATORY TECHNICIAN	SU40	7908	A	3040	3694	3192.00	3879.00	2
DENTAL LABORATORY TECHNICIAN	SU40	7908	B	3327	4044	3493.00	4246.00	2
DENTAL LABORATORY TECHNICIAN, CORRECTIONAL FACILITY	SU45	9299	A	3040	3694	3192.00	3879.00	2
DENTAL LABORATORY TECHNICIAN, CORRECTIONAL FACILITY	SU45	9299	B	3327	4044	3493.00	4246.00	2
DIETETIC TECHNICIAN	DH70	2169		2444	2971	2566.00	3120.00	2
DIETETIC TECHNICIAN (SAFETY)	DH72	2175		2444	2971	2566.00	3120.00	2
ELECTROENCEPHALOGRAPHIC TECHNICIAN	TC70	7986		2606	3168	2736.00	3326.00	2
ELECTROENCEPHALOGRAPHIC TECHNICIAN (SAFETY)	TC72	7990		2606	3168	2736.00	3326.00	2
EPIDEMIOLOGIC INTERVIEWER I	TC46	7966		2606	3168	2736.00	3326.00	2

## 20 – MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
EPIDEMOLOGIC INTERVIEWER II	TC44	7967		2834	3444	2976.00	3616.00	2
HOSPITAL AID, CORRECTIONAL FACILITY	TM22	9307		1951	2372	2049.00	2491.00	2
LICENSED VOCATIONAL NURSE	TL78	8249		2325	2826	2441.00	2967.00	2
LICENSED VOCATIONAL NURSE (SAFETY)	TL80	8274		2325	2826	2441.00	2967.00	2
LICENSED VOCATIONAL NURSE, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TL77	8286		2325	2826	2441.00	2967.00	2
NIGHT ATTENDANT, SCHOOL FOR THE BLIND	XB60	9712	A	2049	2491	2151.00	2616.00	2
NIGHT ATTENDANT, SCHOOL FOR THE BLIND	XB60	9712	F	1707.5	2075.83	1793.00	2180.00	2
NIGHT ATTENDANT, SCHOOL FOR THE DEAF	XB80	9663	A	2049	2491	2151.00	2616.00	2
NIGHT ATTENDANT, SCHOOL FOR THE DEAF	XB80	9663	F	1707.5	2075.83	1793.00	2180.00	2
OCCUPATIONAL THERAPY ASSISTANT	TQ11	8292		2178	2647	2287.00	2779.00	2
OCCUPATIONAL THERAPY ASSISTANT (SAFETY)	TQ13	8290		2178	2647	2287.00	2779.00	2
PHARMACY TECHNICIAN	CN50	7979		2348	2855	2465.00	2998.00	2
PHARMACY TECHNICIAN, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	CN51	7658		2348	2855	2465.00	2998.00	2
PHYSICAL THERAPY ASSISTANT	TP57	8272		2262	2750	2375.00	2888.00	2
PHYSICAL THERAPY ASSISTANT APPLICANT	TP58	8293		2178	2647	2287.00	2779.00	2
PIANIST	FL10	2865		11.92	22.47	12.52	23.59	2
RADIOLOGIC TECHNOLOGIST	TC90	7989	A	2736	3326	2873.00	3492.00	2
RADIOLOGIC TECHNOLOGIST	TC90	7989	B	2975	3617	3124.00	3798.00	2

## 20 – MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
RADIOLOGIC TECHNOLOGIST (SAFETY)	TC94	7992	A	2736	3326	2873.00	3492.00	2
RADIOLOGIC TECHNOLOGIST (SAFETY)	TC94	7992	B	2975	3617	3124.00	3798.00	2
RADIOLOGIC TECHNOLOGIST, CORRECTIONAL FACILITY	TC91	9315	A	2736	3326	2873.00	3492.00	2
RADIOLOGIC TECHNOLOGIST, CORRECTIONAL FACILITY	TC91	9315	B	2975	3617	3124.00	3798.00	2
READER FOR THE BLIND, DEPARTMENT OF EDUCATION	NE05	F1852		7.43	8.14	7.80	8.55	2
RESIDENTIAL CARE UNIT LEADER	TL20	8219		2507	3049	2632.00	3201.00	2
RESPIRATORY CARE PRACTITIONER	TR75	8276	A	2714	3300	2850.00	3465.00	2
RESPIRATORY CARE PRACTITIONER	TR75	8276	B	2834	3444	2976.00	3616.00	2
RESPIRATORY CARE PRACTITIONER	TR75	8276	C	2962	3600	3110.00	3780.00	2
RESPIRATORY CARE PRACTITIONER, CORRECTIONAL FACILITY	TR80	9316	A	2714	3300	2850.00	3465.00	2
RESPIRATORY CARE PRACTITIONER, CORRECTIONAL FACILITY	TR80	9316	B	2834	3444	2976.00	3616.00	2
RESPIRATORY CARE PRACTITIONER, CORRECTIONAL FACILITY	TR80	9316	C	2962	3600	3110.00	3780.00	2
RESPIRATORY CARE PRACTITIONER, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR76	8300	A	2714	3300	2850.00	3465.00	2
RESPIRATORY CARE PRACTITIONER, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR76	8300	B	2834	3444	2976.00	3616.00	2

## 20 – MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
RESPIRATORY CARE PRACTITIONER, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR76	8300	C	2962	3600	3110.00	3780.00	2
SCHOOL BUS DRIVER	TR65	8291		2220	2700	2331.00	2835.00	2
SCHOOL BUS DRIVER, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR66	8322		2220	2700	2331.00	2835.00	2
SELF-HELP SPONSOR (PART TIME)	TR15	8434		14.5	14.5	15.23	15.23	2
SENIOR CLINICAL LABORATORY TECHNOLOGIST	SV20	7925	A	3748	4556	3935.00	4784.00	2
SENIOR CLINICAL LABORATORY TECHNOLOGIST	SV20	7925	B	4110	4997	4316.00	5247.00	2
SENIOR CLINICAL LABORATORY TECHNOLOGIST (SAFETY)	SV22	7926	A	3748	4556	3935.00	4784.00	2
SENIOR CLINICAL LABORATORY TECHNOLOGIST (SAFETY)	SV22	7926	B	4110	4997	4316.00	5247.00	2
SENIOR CLINICAL LABORATORY TECHNOLOGIST, CORRECTIONAL FACILITY	SV34	9348	A	3748	4556	3935.00	4784.00	2
SENIOR CLINICAL LABORATORY TECHNOLOGIST, CORRECTIONAL FACILITY	SV34	9348	B	4110	4997	4316.00	5247.00	2
SENIOR RADIOLOGIC TECHNOLOGIST (SPECIALIST)	TC80	7987	A	2851	3465	2994.00	3638.00	2
SENIOR RADIOLOGIC TECHNOLOGIST (SPECIALIST)	TC80	7987	B	3116	3787	3272.00	3976.00	2

## 20 – MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
SENIOR RADIOLOGIC TECHNOLOGIST (SPECIALIST-SAFETY)	TC82	7995	A	2851	3465	2994.00	3638.00	2
SENIOR RADIOLOGIC TECHNOLOGIST (SPECIALIST-SAFETY)	TC82	7995	B	3116	3787	3272.00	3976.00	2
SENIOR RADIOLOGIC TECHNOLOGIST, CORRECTIONAL FACILITY (SPECIALIST)	TC92	9350	A	2851	3465	2994.00	3638.00	2
SENIOR RADIOLOGIC TECHNOLOGIST, CORRECTIONAL FACILITY (SPECIALIST)	TC92	9350	B	3116	3787	3272.00	3976.00	2
SOCIAL SERVICE ASSISTANT I -MENTAL HEALTH-	XJ75	9940		1848	2139	1940.00	2246.00	2
SOCIAL SERVICE ASSISTANT II -MENTAL HEALTH-	XJ74	9939	A	2057	2501	2160.00	2626.00	2
SOCIAL SERVICE ASSISTANT II -MENTAL HEALTH-	XJ74	9939	B	2268	2757	2381.00	2895.00	2
SUPPORT SERVICES ASSISTANT (INTERPRETER)	XH80	9820	A	2638	3207	2770.00	3367.00	2
SUPPORT SERVICES ASSISTANT (INTERPRETER)	XH80	9820	B	2753	3346	2891.00	3513.00	2
SUPPORT SERVICES ASSISTANT (INTERPRETER)	XH80	9820	C	3010	3660	3161.00	3843.00	2
TEACHING ASSISTANT	TR60	8240	A	2057	2501	2160.00	2626.00	2
TEACHING ASSISTANT	TR60	8240	F	1714.17	2084.17	1800.00	2188.00	2
TEACHING ASSISTANT (CORRECTIONAL FACILITY)	TR57	6400		2057	2501	2160.00	2626.00	2
TEACHING ASSISTANT (SAFETY)	TR62	8263	A	2057	2501	2160.00	2626.00	2

## 20 – MEDICAL AND SOCIAL SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
TEACHING ASSISTANT (SAFETY)	TR62	8263	F	1714.17	2084.17	1800.00	2188.00	2
TEACHING ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR61	8298	A	2057	2501	2160.00	2626.00	2
TEACHING ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	TR61	8298	F	1714.17	2084.17	1800.00	2188.00	2
TEACHING ASSISTANT, SCHOOL FOR THE BLIND	TR58	8244	A	2057	2501	2160.00	2626.00	2
TEACHING ASSISTANT, SCHOOL FOR THE BLIND	TR58	8244	F	1714.17	2084.17	1800.00	2188.00	2
TEACHING ASSISTANT, SCHOOL FOR THE DEAF	TR59	8246	A	2057	2501	2160.00	2626.00	2
TEACHING ASSISTANT, SCHOOL FOR THE DEAF	TR59	8246	F	1714.17	2084.17	1800.00	2188.00	2
TRANSPORTATION COORDINATOR, SPECIAL SCHOOLS	XB40	9671	A	2775	3372	2914.00	3541.00	2
TRANSPORTATION COORDINATOR, SPECIAL SCHOOLS	XB40	9671	F	2312.5	2810	2428.00	2951.00	2

